Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click on highlighted areas.

Notice: Meeting provided in-person, by live-broadcast and telephonically via WebEx as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, November 2, 2021
Benton County Courthouse, Prosser, WA

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **October 26, 2021**

Review Agenda

Consent Agenda

Human Services
a. Contract w/The ARC of Tri-Cities for Special Olympics Services
b. Contract w/Breanna Zavicar for Community Prevention Coordinator Services
c. 2nd Amended Contract w/BF Community Action Committee for COVID-19 Public Services
d. Agreement w/Compass Career Solutions, LLC for Employment Services
e. Agreement w/Goodwill Industries of the Columbia Inc for Employment Services

Juvenile
f. Amendment No. 4 w/NCIC Inmate Communications for Inmate Telecommunications Systems
g. Agreement w/State of WA Administrative Office of the Courts for Becca Bill Program
h. Contract w/Connections Consulting MA LLC for Interpreter Services

Protective Inspection Services
i. Line Item Transfer, Fund No. 0149-101, Dept. 000

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @:* *Dial: 509 460-4941*

Scheduled Business

Preliminary Plat of Harvest Ridge – SUB 2021-001 ~ M. Cooke

Office of Public Defense Update ~ E Hsu

Office of Public Defense ~ Reclassification of Office Support Position ~ E Hsu

Human Services ~ Reclassification of Administrative Assistant ~ K Sullivan

Facilities Department - Position Request ~ J Jones

- Maintenance Worker

Sheriff's Office Position Requests ~ Sheriff Croskrey & Undersheriff Law

- Two Record Clerks

Agreement Between Sheriff's Office & WA Traffic Safety Commission for the Traffic Safety Project ~ Lt. Clarke & K Gillies

Finance Presentation ~ L Ivey

- Current Expense
- Public Safety Tax

Other Business

Executive Session

Pending Litigation ~ R Hay

Draft

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Regular Board Meeting
Benton County Courthouse, Prosser, WA
Tuesday, October 26, 2021, 9:00 a.m.
Meeting provided in-person, by Video Live-Broadcast and Telephonically

Present: Chairman Pro Tem Shon Small
Commissioner Will McKay
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Absent: Chairman Jerome Delvin (Vacation)

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Finance Manager Linda Ivey; Lexi Wingfield, HR Manager; Robert Blain, Operations & Capital Programs; Undersheriff Jon Law and Katie Gillies, Sheriff's Office; Commander Scott Souza, Corrections; Elaine Osborne, Chief Deputy Clerk; Treasurer Ken Spencer; Sustainable Development Manager Adam Fyall.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of October 19, 2021 were approved.

Agenda Review

The following item was added to discussion under "Other Business":

- Adopting Governor's Proclamation – Prison Commitments

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items "a" through "k". Commissioner Small seconded and upon vote, the Board approved the following:

Human Services

a. Professional Services Contract w/Michelle Santo
b. Amend Agreement w/US Dept. of Treasury for Emergency Rental Assistance

c. Interagency Agreement - WA State Dept. of Commerce - Community Development Block Grant
d. 1st Amendment to Agreement – WA State Dept. of Commerce - Consolidated Homeless Grant

Juvenile

e. Personal Services Contract with Sandy Bonilla dba Essence Therapy, PLLC
f. Personal Service Contract w/Stephenson Computer Consulting

Prosecuting Attorney

g. Budget Adjustment – Current Expense Fund, Dept. 117

Public Works

h. Ratify Change Order No. 1 – Stripe Rite, Inc. – 2021 Pavement Marking
i. Purchase and Installation by Pape Machinery of Engine for John Deere Motor Grader

Purchasing

j. Professional Service Contract with Dr. Lou Sowers – As Needed Psychological Evaluations
k. 1st Amendment to Professional Service Agreement with Ideal Option, PLLC

Public Comment

Jim Adkins, Prosser, said he wanted to know if the Fairgrounds arena was available for public use, and if it wasn't, then why not. He requested the Board consider overnight boarding, camping and allowing the public use of the facility to ride their horses.

The Board agreed to review the matter and see if it was an option.

Ratifying Change Order No. 2 – Freeform – Administration Building Furnishings

Robert Blain presented the Resolution to Ratify Change Order No. 2 with Freeform for the furnishings packet for the New Admin Building. They needed to extend the contract time and increase the amount for additional furniture items needed. The County Administrator signed the agreement on October 8 and it was required that the Board ratify the agreement.

MOTION: Commissioner McKay moved to ratify Change Order No. 2. to the contract with Contract Resource Group, Inc. dba Freeform for the Furnishing Package for the New Administration Building as presented. Chairman Pro Tem Small seconded and upon vote, the motion carried.

Change Order No. 11 – Banlin Construction – Administration Building

Robert Blain presented Change Order No. 11 with Banlin Construction outlined as follows:

- Modify the electrical for the blinds in the Hearing Room to accommodate motorized Units - $6,233.85 plus WSST
- Additional supports for the Plexi-glass barriers in the Contact Center. $2,155.22 plus WSST

- Deduction for not supplying the Distributed Antenna System – includes additional channels for the jail use and will be incorporated for use at the entire campus - deduction of $100,000.00 plus WSST – this will be rolled into a separate contract.
- Total credit of $91,610.33 plus WSST and will not increase the contract

MOTION: Commissioner McKay moved to approve Change Order No. 11 with Banlin Construction, LLC for the New Administration Building project decreasing the contract by $91,610.93 plus WSST for a new contract amount not to exceed $14,282,007.20 plus WSST. Chairman Pro Tem seconded and upon vote, the motion carried.

Authorizing Transfer of Energy Study Certification Tax Benefits from Benton County to MMEC Architecture & Interiors for New Administration Building

Robert Blain presented a resolution authorizing the transfer of energy tax credits from Benton County to the architect. He said that MMEC Architecture & Interiors presented a letter to the County stating the Admin Building as designed had tax credits available. Benton County was not able to use the credits but could assign them to MMEC.

MOTION: Commissioner McKay moved to transfer and allocate the Energy Study Certification tax benefits for the energy efficient assets designed for the Benton County Administration Building, per the Energy Policy Act of 2005 and Internal Revenue Bulletin 2008-14, from Benton County to the primary designer, MMEC Architecture & Interiors, and authorize the Chairman to sign the Energy Tax Deduction Transfer and Allocation Notice. Chairman Pro Tem Small seconded and upon vote, the motion carried.

Taxes for 2022 Collection Discussion

Linda Ivey and Matt Rasmussen said the Board would have a public hearing on November 16, 2021 to present resolutions for taxes for 2022 collection. They said they were limited to a 1% increase in the levy rate this year if the Board opted to take it. If the Board did not take it, it could be banked for future years.

Commissioner McKay said he agreed with taking the 1% and Chairman Pro Tem Small agreed.

Ms. Ivey said the dollar amount generated would be around $200,000. Mr. Rasmussen indicated that if a property owner's assessed value did not change, their taxes should decrease.

Ms. Ivey said she would prepare the four resolutions for consideration and adoption at the public hearing on November 16, 2021.

Other Business

Proclamation – Prison Commitments

Chief Souza said that on October 19, 2021 Governor Inslee issued Proclamation 20.80.1, suspending the transfer of DOC prisoners to Department of Corrections from the Jail.

He said the impact would be five prisons per week, with 20 prisoners over the four-week period the proclamation was in place. DOC would pay the jail $98.40 per day after the 8th day they were incarcerated, which was approximately $13.00 less per prisoner per day, versus if they were a contract prisoner.

MOTION: Commissioner McKay moved to approve the resolution acknowledging Proclamation 20-80.1 issued by Governor Jay Inslee on October 19, 2021 and no DOC transfers will be made starting October 25, 2021 through November 7, 2021, as further outlined in the attached Proclamation 20-80.1 Chairman Pro Tem Small seconded and upon vote, the motion carried.

The Board briefly recessed, reconvening at 9:24 a.m.

Executive Session – Review Qualifications of Applicant for Public Employment

The Board went into executive session at 9:24 a.m. for up to 10 minutes with Lexi Wingfield and Jon Law to review the qualifications of an applicant for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, Cami McKenzie, Katie Gillies, and Scott Souza.

The Board came out at 9:29 a.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to approve the Resolution to transfer funds within Current Expense, Department Number 118 to create the Lead Civil Clerk position and moved to approve the Salary Request Form as presented for Shelly Olsen. Chairman Pro Tem Small seconded and upon vote, the motion carried.

Executive Session – Review Qualifications of Applicant for Public Employment

The Board went into executive session at 9:31 a.m. for up to 10 minutes with Lexi Wingfield and Scott Souza to review the qualifications of an applicant for public employment. Also present were Jerrod MacPherson, Matt Rasmussen, and Cami McKenzie.

The Board came out at 9:38 a.m. No decisions were made in executive session.

MOTION: Commissioner McKay moved to approve the Salary Request Form as presented for Jason Alexander. Chairman Pro Tem Small seconded and upon vote, the motion carried.

Accounts Payable

Check Date: 10/04/2021

Warrants #: 222027
Total all funds: $5,000.00

Check Date: 10/22/2021

Warrants #: 222537-222753
Total all funds: $1,335,064.63

EFT's #: 1983-1986
Transfers #: 10222101-10222106
Total all funds: $195,964.03

Resolutions

2021-761: Professional Services Contract w/Michelle Santo
2021-762: Amend Agreement w/US Dept. of Treasury for Emergency Rental Assistance
2021-763: Interagency Agreement - WA State Dept. of Commerce - Community Development Block Grant
2021-764: 1st Amendment to Agreement – WA State Dept. of Commerce - Consolidated Homeless Grant
2021-765: Personal Services Contract with Sandy Bonilla dba Essence Therapy, PLLC
2021-766: Personal Service Contract w/Stephenson Computer Consulting
2021-767: Budget Adjustment – Current Expense Fund, Dept. 117
2021-768: Ratify Change Order No. 1 – Stripe Rite, Inc. – 2021 Pavement Marking
2021-769: Purchase and Installation by Pape Machinery of Engine for John Deere Motor Grader
2021-770: Professional Service Contract with Dr. Lou Sowers – As Needed Psychological Evaluations
2021-771: 1st Amendment to Professional Service Agreement with Ideal Option, PLLC
2021-772: Ratifying Contract Change Order No. 2 with Freeform for Furnishings Package For The New Administration Building
2021-773: Approving Contract Change Order No. 11 with Banlin Construction for the New Administration Building Project
2021-774: Authorizing the Transfer and Allocation of the Energy Study Certification Tax Benefits Earned on the New Administration Building from Benton County to MMEC Architecture and Interiors
2021-775: Acknowledging Proclamation 20-80.1 DOC Prison Commitments Amending Proclamations 20-05 and 20-80
2021-776: Transfer of Funds within Current Expense Fund Number 0000101, Dept. 118

There being no further business before the Board, the meeting adjourned at approximately 9:38 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021
Subject:	Execute #PSC-21/22-ARC-SO-DD-00 with Arc of Tri-Cities
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to re-enter into Contract #PSC-21/22-ARC-SO-00 with Arc of Tri-Cities to provide support of the local Special Olympics program. The Contractor will provide staff for the local office and supplies needed. Staff will manage registration for local activities, provide administration duties for required state reporting, and recruit coaches among other activities.

Fiscal Impact

Amount: $22,400.00

Fund: Funding for the services described in this Agreement is provided by millage dollars. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the Agreement
- Approve the proposed Contract Agreement #PSC-21/22-ARC-SO-DD-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING PERSONAL SERVICES CONTRACT #PSC-21/22-ARC-SO-DD-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND THE ARC OF TRI-CITIES.

WHEREAS, Benton County Department of Human Services currently contracts with the Arc of Tri-Cities to provide staff and supplies to have a Special Olympics office locally and host games, provide team registration, and coaching for individuals with disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Arc of Tri-Cities for a term commencing on July 1, 2021 and expiring on June 30, 2022;
NOW, THEREFORE

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Personal Services Contract; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #PSC-21/22-ARC-SO-DD-00 with Arc of Tri-Cities to provide Special Olympics activities for those with disabilities locally in our community for a consideration amount of twenty-two thousand four hundred dollars and no cents ($22,400.00); and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and shall expire on June 30, 2022.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners

M. Clark

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-21/22-ARC-SO-DD-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **ARC OF TRI-CITIES**, a Not-For-Profit corporation organized under the laws of the State of Washington with its principal offices at 1455 Fowler Street, Richland, WA 99352 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A – Scope of Work; and

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and shall expire on June 30, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall provide staff for the local Special Olympics office and supplies needed. Staff will manage registration for local special Olympics activities, provide administration duties for required state reporting, and recruit coaches among other activities. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, "Scope of Work", which is attached hereto and incorporated herein by reference.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material,

labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Cindy O'Neill
Address:	1455 Fowler Street
	Richland, WA 99352
Phone:	509.783.1131
Email:	cindyo@arcoftricities.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Place, Ste. 201
	Kennewick, WA 99301
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-two thousand four hundred dollars and no cents ($ 22,400.00).

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

c. The CONTRACTOR may, submit invoices to the COUNTY once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

d. The CONTRACTOR shall submit county issued invoice and supporting documentation to the COUNTY by the twentieth (20^{th}) of the following month, services were provided.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by

both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or

breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law,

CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that

except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought,

except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to

withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The

COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or

provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an

increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: _____
Clerk of the Board

Approved as to Form:

_____
Civil Deputy Prosecuting Attorney

Dated: 10/13/2021

FOR: ARC OF TRI-CITIES

Cindy Oneill
Signature

Director
Title: Director

Cindy O'Neill
Print Name

Approved as to Content:

_____
Human Services Manager

Exhibit "A"

Billable Activities
Management of registration of athletes, coaches and volunteers for Special Olympics
Marketing activities for local Special Olympic opportunities
Recruitment of new coaches and providing appropriate training for new coaches
Fundraising activities to support state and local Special Olympic costs
Management of Special Olympics database
Provide local coaches with necessary equipment and facility requests
Networking activities to develop partnerships with Parks and Recreations and community partners
Development activities to host local Special Olympic Competitions
Social media maintenance activities for local Special Olympics
Supplies needed for operations

The activities above are the identified activities by the Arc of Tri-Cities to be supported by this Agreement.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021
Subject:	Execute #PSC-21/22-PREV-ZAVICAR-00 with Breanna Zavicar
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Benton County Department of Human Services would like to re-enter into a Personal Services Contract with Breanna Zavicar for the purpose of being the Community Prevention Wellness Coalition Coordinator for the substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs.

The purpose of the agreement is to coordinate and implement prevention programs designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25.

Delay in issuing a contract was due to waiting on the budgets from Health Care Authority.

Fiscal Impact

Funding for the services described in this Contract is provided by the Health Care Authority. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget, for a consideration amount of $94,300.00.

Recommendation

- Sign the Personal Service Contract #PSC-21/22-PREV-ZAVICAR-00 to execute the Contract
- Sign the Resolution to Personal Service Contract #PSC-21/22-PREV-ZAVICAR-00

Suggested Motion

Consent Agenda

BENTON COUNTY RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF EXECUTING A PERSONAL SERVICES CONTRACT #PSC-21/22-PREV-ZAVICAR-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BREANNA ZAVICAR

WHEREAS, Benton County Department of Human Services would like to re-enter into a Personal Services Contract with Breanna Zavicar for the purpose of being the Community Prevention Coordinator for the Benton City substance abuse prevention coalition, whose goals will be to implement prevention programs and activities designed to prevent the misuse and abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the purpose of the contract is to coordinate and implement prevention programs designed to prevent the misuse and abuse of alcohol, marijuana, tobacco, and other drugs among youth up to the age 18 and young adults ages 19-25; **NOW, THEREFORE**

BE IT RESOLVED that the Board of Benton County Commissioners hereby accepts the proposed Personal Services Contract #PSC-21/22-ZAVICAR-00; and

BE IT FURTHER RESOLVED that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, Personal Services Contract #PSC-21/22-ZAVICAR-00 between Benton County Department of Human Services and Breanna Zavicar.

BE IT FURTHER RESOLVED, the consideration amount is not to exceed $94,300.00; and

BE IT FURTHER RESOLVED, the term of the attached Personal Services Contract commences on July 1, 2021 and shall expire on September 29, 2022.

Dated this.....day of ……., 2021

_____
Chair of Board

_____
Member

_____
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

BENTON COUNTY
PERSONAL SERVICES CONTRACT
#PSC-21/22-PREV-ZAVICAR-00

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and **BREANNA ZAVICAR**, an individual under the laws of the State of Washington with its principal offices at 57903 E Main PR NE, Benton City, WA 99320 (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of these Terms and Conditions and the following documents:

a. Exhibit A - Scope of Work;
b. Exhibit B - Confidential Information Security Requirements
c. Exhibit C - Business Associate Agreement;
d. Exhibit D - Data Use, Security and Confidentiality;
e. Exhibit E - Federal Compliance,Certifications, and Assurances;
f. Exhibit F - SAMHSA Award Terms;
g. Exhibit G - Budget;
h. Exhibit H - Travel Policy;

2. DURATION OF CONTRACT

The term of this Contract shall begin on July 1, 2021 and shall expire on September 29, 2022. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

a. The CONTRACTOR shall The CONTRACTOR shall provide coordination and implementation of prevention programs and strategies designed to prevent or delay the misuse and abuse of alcohol, marijuana, tobacco, opioids, and other drugs, increase mental health promotion and prevent suicide in

support of the CPWI Prevention Services Project.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

e. The CONTRACTOR shall confer with the COUNTY from time to time during the progress of the work. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as requested by the COUNTY.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Breanna Zavicar
Address:	57903 E Main PR NE Benton City, WA 99320
Phone:	509-572-4604
Email:	bentoncity123@gmail.com

b. For COUNTY:

Name:	Kyle Sullivan
Address:	7102 W. Okanogan Pl., Ste. 201 Kennewick, WA 99336
Phone:	509-737-3909
Email:	kyle.sullivan@co.benton.wa.us

5. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid $30.00/hr based on 30-40 hours per week and travel reimbursement at the rates set forth in Exhibit B, "Budget" and Exhibit C "Travel Policy which is

attached hereto and incorporated herein by reference.

b. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed twenty-none thousand one hundred six dollars and not cents ($29,106.00) from the 2018 Partnerships for Success (PFS), CFDA 93.243 forty six thousand seven hundred ninety four dollars and no cents ($46,794.00)from the State Opioid Response (SOR), CFDA 93.788.,eighteen thousand four hundred dollars and no cents ($18,400.00, including W.S.S.T.

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, in accordance with Exhibit G, submit invoices to the COUNTY not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, arising in connection with the work performed under this Contract, or caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTY. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of

Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 7 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

8. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance:** Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTY with proof of all such insurance.

b. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employers liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

c. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed

officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 7. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

d. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

e. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated

in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then

CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

f. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTY and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTY's Contract Representative referenced in Section 4.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative

referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Benton County Risk Manager to the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations

and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

11. DEBARMENT

The CONTRACTOR certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from covered transactions by any Federal department or agency.

b. Have not within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and

d. Have not within a three-year period preceding the signing of this Agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no

action or inaction shall be construed to be such a waiver.

13. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTY.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Contract Representative, or designee.

14. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

15. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTY upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

16. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

17. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTY.

18. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTY and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTY, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

19. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any

dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

20. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

21. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

22. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

23. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

24. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

25. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 4 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 4 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

26. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 7 and 17); extended reporting period requirements for professional liability insurance (Section 8(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

27. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such

written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

28. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. The COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section left blank intentionally -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on the last date signed.

Dated: _____

FOR: BENTON COUNTY

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: 10/13/2021

FOR: BREANNA ZAVICAR

_____
Signature

Coalition Coordinator
Title:

Breanna Zavicar
Print Name

Approved as to Content

_____
Human Services Manager

1. Statement of Work

The Contractor shall ensure services and all things necessary for or incidental to the performance of work, as set forth below. Prevention programs and services include, but are not limited to:

1. Coordination of Prevention Services

The Contractor shall ensure:

a. The provision of CPWI services in accordance with the CPWI Community Coalition Guide located on the Athena Forum website:

Https://www.theathenaforum.org/cpwi-community-coalition-guide which outlines the minimal standards to participate in the CPWI. Contractor shall plan to reach the ideal benchmarks related to the community coalition's efforts and staffing to include"

(1) At minimum be one part-time (0.5 FTE) staff member to serve as the qualified Community Coalition Coordinator. Full-time (1.0 FTE) for the Community Coalition Coordinator is allowable and strongly recommended in order to meet the scope of the project.
   a. Coordinator shall meet required position qualifications and workstation requirements found in the CPWI Community Coalition Guide.
   b. Coordinator shall confirm an office space in the designated community for the community Coalition Coordinator.
   c. Contractor shall submit a completed Community Coalition Coordinator Qualification Checklist.

(2) Coordinator shall be a Certified Prevention Professional (CPP).
   a. Current certified Community Coalition Coordinator shall maintain CPP credential status, and
   b. Non-certified Coordinators shall be a Certified Prevention Professional (CPP) within eighteen (18) months of new Community Coalition Coordinator start date.
   c. If Coordinator does not meet the required qualifications the COUNTY AND/OR HCA reserve the right to require to develop a Community Coalition Coordinator training plan.
   d. Contractor shall attend annual contractor training that will be scheduled for four (4) hours in duration. Date and location will be announced by DBHR at least 30 days prior to the training.
   e. Contractor shall ensure that a regular annual schedule of direct prevention services for public dissemination is established.
      i. Regular annual schedule shall take into account items including, but not limited to: implementation times that maximize participation and service outcomes; local needs and gaps; leveraged resources; and, other locally identified factors that influence service delivery throughout the year.

ii. Regular annual schedule and community dissemination plan shall be identified as part of the CPWI Action Plan and Budget Update and submitted to the Agreement Manager or designee for HCA review annually in accordance with the timeline in the CPWI Community coalition Guide.
    1. Coordinator shall submit an annual Action Plan and Budget with projected expenditures, including salary and benefits for HCA funded prevention staff, program costs, training and travel to HCA and COUNTY by June 15 of each year within the timeline of the contract, according to the CPWI Community Coalition Guide, or within thirty (30) days upon request.

f. Budget adjustments that are ten percent (10%) or more of the total of the approved Contractor and/or CPWI coalition budget shall submit a bedget revision for approval to HCA and COUNTY at least fifteen (15) days prior to expending adjusted budget items. Approval must be granted prior to expending funds.
g. Contractor shall enter approved programs, based on the priorities, goals and objectives described in the approved Strategic Plan, into Minerva within thirty (30) days of Action Plan approval or as directed by PSM.
h. Ensure sixty percent (60%) of programs supported by HCA funds will be replications or adaptations of "Evidence-based Practice" substance abuse prevention programs as identified in the list provided by DBHR. Ensure that all the programs supported by HCA meet the Center for Substance Abuse Prevention's (CSAP) Principles of Substance Abuse Prevention, found on the Athena Forum Website: www.TheAthenaForum.org/CSAPprinciples.
i. Food costs are generally unallowable during program implementation except within the following parameters:
    i. Light refreshment costs for training events and meetings lasting longer than two (2) hours in duration are allowable.
    ii. Ensure that light refreshment costs do not exceed $3.00 per person.
    iii. Meals may be provided for participants using SABG and DMA funds only if:
        1. The training is four (4) hours or more in duration; or
        2. The program is a recurring, direct service in the family domain, lasting two (2) hours or more in duration and must be approved in the strategic plan.
    iv. Meals are not allowable costs with either the PFS, STR, or SOR funds.
    v. Contractor shall adhere to current state per-diem rates for meals accessible at www.ofm.wa.gov/policy/10.90.htm.
    vi. Nor more than a total of $1,000 may be spent on food or light refreshments per CPWI Coalition per year.
j. Dedicated Marijuana Account Funds (DMA) shall be used for program and strategy training and implementation.

i. All programs planned and implemented with DMA shall be programs selected from the current DBHR provided youth marijuana use prevention and reduction program list. www.theathenaforum.org/EBP.
    1. No less than eighty-five (85%) of DMA funds shall be expended on evidence-based or research-based programs on the identified program list.
    2. Up to fifteen percent (15%) of DMA funds may be expended on Promising Programs on the identified program list.

k. Contractor shall collaborate and partner with community-based organizations that operate within or serve the CPWI community.

2. Prevention Training

a. Contractor shall participate in all required training events identified by HCA and listed in the CPWI Community Coalition Guide.

b. Non-Required Training in CPWI

i. In the absence of trainings identified in the approved strategic plan, all additional (non-required) training paid for by HCA and COUNTY prior to training and meet the approved goals and objectives in approved Strategic Plan.

ii. Contractor shall ensure any requests for training in addition to the approved training in the Strategic plan are requested in writing and sent directly to the COUNTY a minimum of ten (10) working days before the date of the proposed training. Trainings shall relate to one (1) of the following four (4) categories:
    1. Coalition building and community organization.
    2. Capacity building regarding prevention theory and practice.
    3. Capacity building for Evidence-based Practice and environmental strategy implementation, related to the goals and objectives of the coalitions approved strategic plan.
    4. Capacity building in non-CPWI communities to expand CPWI efforts and meets overall goals and objectives of CPWI may be approved by HCA and COUNTY upon request.

iii. Contractor shall ensure training paid for by COUNTY that requires travel follows the COUNTY travel policy (Exhibit B) and follows the state travel reimbursement guidelines and rates for out of state travel at www.ofm.wa.gov/policy/10.90.htm.

iv. Contractor shall bill for training events on provided billing sheet and record training events in the HCA Minerva system in accordance with the monthly reporting requirements described the Prevention Report Schedule/Due Dates section of this Agreement.

1. Contractor shall submit the following items for reimbursement of trainings:
    a. Agenda of training

b. Receipts for all expenses (refer to Travel Policy)

3. Media Materials

a. HCA must be cited as the funding source in news releases, publications, and advertising messages created with or about HCA funding. The funding source shall be cited as: Washington State Health Care Authority. The HCA logo may also be used in place of the above citation.

b. Media Materials and Publications can be the following:
   i. News Release: A brief written announcement the agency provides to reporters highlighting key events, research, results, new funding and programs, and other news;
   ii. Paid Media: Any advertising space/time that is purchased for prevention/coalition messages (printed publications/newspapers, online, outdoor, on-screen, TV and radio);
   iii. Earned Media: Published news stories (print, broadcast or online) resulting from the Contractor's Agreements with reporters;
   iv. Donated Media, including public service announcements. Any free advertising space or time from broadcast, print, outdoor, online, and other advertising vendors;
   v. Social Media: Also referred to as new media: messaged posted online of Facebook, Twitter, YouTube, Instagram, Snapchat and similar sites;
   vi. Other Media Material and Publications: Other print and video materials that are created under this Contract.

c. Media materials and publications developed with HCA funds, including messaging specifically directed to youth, shall be submitted to HCA and COUNTY for approval prior to publication. (HCA will respond within five (5) working days).
   i. Exceptions: The Contractor does not need to submit the following items to HCA or COUNTY:
      1. Newsletters and fact sheets.
      2. News coverage resulting from interviews with reporters. This includes online news coverage.
      3. Newspaper editorials or letters to the editor.
      4. Posts on Facebook, YouTube, Tumblr, Twitter, Instagram, Snapchat, and other social media sites.
      5. When a statewide media message is developed by HCA, is localized and if the only change is the local coalition information and funding source acknowledgment from coalition or public health entities.
      6. When a national prevention media campaign is developed by SAMHSA, is localized, and if the only change is the local coalition information and funding source acknowledgement from coalition or public health entities.

4. Secure Prescription Take-Back and Lock Box Project

a. Secure Prescription Take-Back and/or Lock Box project must align with the community needs assessment and will increase local capacity to address

prescription drug misuse and abuse by reducing social availability of prescriptions in the community.

b. Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the Secure Prescription Take-Back and/or Lock Box Project as set forth below:
    i. Enhance community capacity to practice safe disposal of medication sby promoting permanent secure drip box in the location where community readiness has been established. (Installation and disposal must follow all DEA rules and all federal and stat laws and regulations).
    ii. Collaborate with community partners to maintain and/or enhance policies and procedures necessary to maintain a permanent secure medicine take-back drop box.
    iii. Overtime wages for law enforcement officers and staff as outlined in strategic plan and outside of normal duties and other real costs (including mileage reimbursement) associated with transporting and properly disposing of collected medicines at EPA approved locations may be permitted depending upon source of funds and must be approved by the COUNTY and HCA in advance.
    iv. Create, utilize and disseminate public education information materials to increase awareness of the secure medicine take-back project, local treatment resources, naloxone information and medical response (Good Samaritan law) cards.
    v. Disseminate public information including information on local treatment resources, naloxone information and medical response cards and posters. (Print ready materials are available online at www.stopoverdose.org).
    vi. Utilize publications already available through HCA/DBHR and other websites. (i.e., SAMHSA Opioid Overdose Toolkit, and downloadable/printable materials on www.stopoverdose.org and www.takebackyourmeds.org.
    vii. Submit locally-developed educational and informational materials to HCA/DBHR for approval at least ten (10) business days prior to publication.
    viii. Prior to purchasing home medication lock boxes or bags the Contractor will submit to HCA and COUNTY in writing a plan for the purchase and distribution of home medication storage device including the cost and source of the home storage devices, the number of devices to be purchased, a clear plan for distribution, and method for tracking the use of the devices. Contractor must also demonstrate how the distributed home medication devices will be altered (by engraving, indelible ink, or other means) to have no cash value.
    ix. Create and submit Secure Medicine Take-Back and/or Lock Box project in Minerva reporting system within 30 days of approval of this project.
    x. Track and report in Minerva:
        1. The number of new policies developed and adopted to support a sustained drop box.

2. The number of educational and/or informational materials developed.
3. The number of outreach materials developed and distributed including news publications.
4. The number of pharmacies involved in information dissemination efforts.
5. The number of health care providers involved in information dissemination efforts.
6. Pounds of medicine collected monthly once a secure medicine take-back box is in place.
7. The number of home medication storage devise purchased and distributed including a pre/post survey for those that received the home storage devices to be approved by HCA/DBHR.
8. Coalition coordinator time spent on the project in the "direct" and "indirect" staff time related to the project.

5. Reporting Requirements

a. Prevention Reporting Requirements: Contractor shall report on all requirements as identified in the HCA Minerva system. HCA and COUNTY reserves the right to add reporting requirements based on requirements of grants.
   i. Contractor shall maintain all records and make them available to the COUNTY and HCA upon request.
   ii. Contractor shall refer to the Substance Use Disorder Prevention and Mental Health Promotion Services Billing Guide for supplementary instructions and fiscal policy standards for reimbursable costs as used by HCA, located at https://www.hca.wa.gov/billers-providers-partners/prior-authorization-claims-and-billing/provider-billing-guides-and-fee-schedules#t.

b. Prevention Activity Data Reports: Contractor shall
   i. Ensure that monthly prevention activities are reported in the HCA Minerva system in accordance with the requirements and timelines set forth.
   ii. Ensure accurate and reported information is unduplicated.
   iii. Ensure proper training of staff and designated staff for back-up Minerva data entry to meet report due dates.
   iv. If special circumstances arise and Contractor is unable to enter the data by the reporting deadline(s), the contractor shall ensure any requests for extensions to reporting deadlines are requested in writing and sent directly to the HCA PSM and COUNTY via email five (5) working days before the report due date.
   v. The maximum extension request permitted is ten (10) working days.
   vi. Monthly invoices submitted with active data entry extensions will be denied and may be re-submitted by Contractor once data for the month(s) in question is complete.
   vii. Contractors with three (3) or more consecutive months of data entry extensions or late reporting or four (4) or more program data entry

extensions or late reporting within a six (6) month period shall be required to submit a Corrective Action Plan to HCA and COUNTY.

1. Extensions granted due to Minerva technical issues will be excluded from this count.

viii. Ensure all required demographic information is provided for individual participant; population reach; aggregate; environmental and mentoring or 1-to1 services in Minerva.

ix. Report Community Coalition Coordination Staff Hours in Minerva for each month of the calendar year.

x. Complete prevention reporting, according to the Schedule/Due Dates below:

Reporting Period	Report(s)	Report Due Dates	Reporting System
Annually	Enter programs listed on approved Strategic Action Plan by HCA into Minerva	Within 30 days of Strategic Action Plan approval	Minerva
As Requested	GPRA Measures	As requested	Minerva
Monthly	Prevention activity data input for all active services including community coalition coordination staff hours and efforts, services, participant information, training, evaluation tools and assessments.	15th of each month for activities from previous month	Minerva
Quarterly	CPWI Quarterly Reporting	October 15, January 15, April 15, July 15	Minerva
As Requested	As required by SAMHSA	As requested	Minerva or as required

c. Outcome Measures

i. The Contractor shall report on all required evaluation tools (i.e., pre/post-tests) identified in Minerva that measure primary program objective.
    1. Pre/Post test are required for all recurring direct service programs.
    2. The Coalition Assessment Tool is required to be completed by coalition members.
    3. Specific surveys for information Dissemination or Environmental strategies/programs based on specific program to be determined and approved in Action Plan.

ii. Special situations and exceptions regarding evaluation tools identified in Minerva include, but are not limited to, the following:
    1. Contractor may negotiate with the Agreement Manager or designee to reduce multiple administrations of surveys to individual participants.
    2. Participants in recurring program groups in which the majority of participants are younger than ten (10) years old on the date of that group's first service.

d. Performance Work Statement/Evaluation

i. The Contractor shall ensure program results show positive outcomes for at least half of the participants in each program group as determined by Activity Log with individual participant sessions.
    1. "Positive outcomes" means that at least half of the participants in a group report positive improvement or maintenance as determined by the program measurable objective between pre and post-tests.
    2. Positive outcomes will be determined using the pre-test and post-test data reported in Minerva.
    3. Evaluation of Minerva data will occur on the 15th of the month following the final date of service for each group.

ii. HCA shall use the following protocol for evaluation:
    1. Matched pre-test and post-test pairs will be used in the analysis.
    2. To allow for normal attendance drop-off, a 20% leeway will be given for missing post-tests.
    3. If there are missing post-tests for entered pre-tests in excess of 20% of pre-tests, missing post-test will be counted as a negative outcome.
       Example: there are ten (10) pre-tests and seven (7) post-tests. The denominator would be eight (8) and the maximum numerator would be seven (7).

iii. Different groups, as determined by Activity Logs, receiving the same program will be clustered by school district.
    1. In cases where multiple providers are serving the same school district, groups will be clustered by school district.
    2. The results of one (1) provider in a given school district will not impact another provider in the same district.
        a. In cases where the survey instrument selected for a given program includes more than one scale, the scale that is

most closely aligned with the measurable objective linked to the program in Minerva will be used.

b. Results for groups, as determined by Activity Logs, with services that span two (2) contracting periods will be analyzed in the contracting period that the post-test was administered.

3. If fewer than half of the participants in a group, as determined by Activity Log, within a given school district, report positive change in the intended outcome:
    a. The Contractor shall submit a Performance Improvement Plan (PIP) for the non-compliant program to the COUNTY and HCA PSM within forty-five (45) days of notice by HCA.
4. Reimbursement for the CSAP Category row on the A-19 for that program will be held until the PIP is approved by the HCA PSM.
5. If a second group, as determined by Activity Log, within that same school district has fewer than half of the participants report positive change in the intended outcome, then the following steps will be taken:
    a. In cases where there is no active non-compliant program, the Contractor shall discontinue implementation of that program within the specified geography.
    b. In cases where the same programs as the non-compliant program are active and continuing in the same school district, those groups, as determined by Activity Logs, will be allowed to complete the expected number of sessions. No new groups, as determined by Activity Logs, will be started.
    c. Following the conclusion of all groups, as determined by Activity Logs, completing the program, results will be reviewed for those groups.
    d. If the results do not show positive change for each group, as determined by Activity Logs, the Contractor shall take the following action:
        i. In cases where the program is being delivered by a single provider in the specified geography, the Contractor shall discontinue implementation of that program in the specified geography.
        ii. In cases where the program is being delivered by multiple providers in the specified geography, the contractor shall discontinue implementation of that program by the underperforming provider in the specified geography.
6. A program that resulted in the need for a Performance Improvement Plan and Plan during this July 1, 2019 to June 30, 2021 will not carry that record forward into the July 1, 2021-June 30, 2023 contract period.

7. Implement and monitor prevention programs and reporting to assure compliance with these guidelines.

iv. The Counties shall conduct a prevention on-site visit at minimum, annually in order to monitor fiscal and programmatic compliance with performance criteria. The purpose of the on-site monitor is to document that the contractor is reasonably fulfilling the requirements of the Agreement. Written documentation of each on-site shall be forwarded by the Counties to HCA upon request.

6. **Requirements**

a. Background Checks

i. The Contractor shall ensure a criminal background check is conducted for all staff members, case managers, outreach staff members, etc. or volunteers who have unsupervised access to children, adolescents, vulnerable adults, and persons who have developmental disabilities.

ii. When providing services to youth, the Contractor shall ensure that requirements of WAS 388-06-0170 are met.

b. Services and Activities to Ethnic Minorities and Diverse Populations

i. Contractor shall ensure all services and activities provided under this Contract shall be designed and delivered in a manner sensitive to the needs of all diverse populations.

ii. Contractor shall initiate actions to ensure or improve access, retention, and cultural relevance of prevention or other appropriate services, for ethnic minorities and other diverse populations in need of prevention services as identified in their needs assessment.

iii. Contractor shall take the initiative to strengthen working relationships with other agencies serving these populations.

c. Continuing Education

Ensure that continuing education is provided for employees of any entity providing prevention activities in accordance with 42 USC 300x-28(b) and 45 CFR 96.132(b).

d. Single Source Funding

i. Contractor shall ensure Single Source Funding means that only one source of funds can be used at any given time.

ii. Each cost reimbursement Prevention service provided must be billed only one (1) time through the source selected for funding this expense. At no time may the same expense be billed through more than one (1) funding source.

Confidential Information Security Requirements

1. **Definitions.**
   a. "Hardened Password" means a string of characters containing at least three of the following characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand or exclamation point.
      i. Passwords for external authentication must be a minimum of 10 characters long.
      ii. Passwords for internal authentication must be a minimum of 8 characters long.
      iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
   b. "Portable/Removable Media" means any Data storage device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
   c. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms. Or locked storage containers (such as filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
   d. "Transmitting" means the transferring of data electronically, such as via email, SFTP, web services, AWS Snowball, etc.
   e. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington Governmental Network (SGN) is a Trusted System for communications within that Network.
   f. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunctions with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. **Confidential Information Transmitting**
   a. When transmitting HCA's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (http://csrc.nist.gov/publications/PubsSPs.html). This includes transmission over the public internet.
   b. When transmitting HCA's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. **Protection of Confidential Information**
   The Contractor agrees to store Confidential Information as described:

a. Data at Rest:
    i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

b. Data Stored on Portable/Removable Media or Devices:
    i. Confidential Information provided by HCA on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
    ii. HCA's data msut not be stored by the Receiving Party of Portable Devices or Media unless specifically authorized within the Data Share Agreement. If so authorized, the Receiving Party must protect the Date by:
        - Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
        - Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as physical token or biometrics;
        - Keeping devices in locked storage when not in use;
        - Using check-in/check-out procedures when devices are shared;
        - Maintain an inventory or devices; and
        - Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.

c. Paper Documents
Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

a. HCA Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-HCA data. This is to ensure that when no longer needed by the Contractor, all HCA confidential Information can be identified for return or destruction. It also aids in determining whether HCA Confidential Information has or may have been compromised in the event of a security Breach.

b. The HCA Confidential Information must be kept in one of the following ways:
    i. On media (e.g. hard disk, optical disc, tape, etc.) which will contain only HCA Data; or
    ii. In a logical container on electronic media, such as a partition or folder dedicated to HCA's Data; or
    iii. In a database that will contain only HCA Data; or
    iv. Within a database and will be distinguishable from non-HCA Data by the value of a specific field of fields within database records; or

v. When stored as physical paper documents, physically segregated from non-HCA data, then both the HCA Confidential Information and the non-HCA data with which it is commingled must be protected as described in this attachment.

5. **Confidential Information Shared with Subcontractors**
If HCA Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all the Confidential Information Security Requirements.

6. **Confidential Information Disposition**
   a. When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to HCA or destroyed. Media are to be destroyed using a method documented with NIST 800-88 (http://csrc.nist.gov/publications/PubsSPs.html).
      i. For HCA's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 4: Confidential Information Segregation, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT is made between Benton County and the Contractor. This agreement does not expire or automatically terminate except as stated in Section 5.

Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. **Definitions**

   a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
   b. "Day" means business days observed by Washington State government unless otherwise specified.
   c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
   d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
   e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
   f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
   g. "HIPAA Rules; Security, Breach Notification, and Privacy Rules – "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with 164.302), the "Breach Notification Rule" is subpart D (beginning with 164.400), and the "Privacy Rule" is supart E (beginning with 164.500).

h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. **Obligations and Activities of Business Associate**

a. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate will store and transfer PHI in encrypted form.

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associates will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
ii. Resulted in material interference with Business Associate's information system used with respect to PHI Subject to this Agreement, or
iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. **Breach Notification**

a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extend possible, these reports must include the following:
    i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
    ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
    iii. A description of the types of PHI involved;
    iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
    v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
    vi. Such other information as HCA and County my reasonably request.

c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (1)) business days before giving such notification.

d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
    i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
    ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
    iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. **Subcontractors**
Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. **Access**
Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. **Amending PHI**
Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and infrom HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. **Accounting**
Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. **Obligations**
To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. **Books, etc.**
Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. **Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. **Indemnification**
To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. **Permitted Uses and Disclosures by Business Associate**
    a. Limited Use and Disclosure
    Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

    b. General Limitation
    Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

    c. Required by Law
    Business Associate may use or disclose PHI as required by law.

    d. De-identifying
    Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

    e. Minimum Necessary
    Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. **Disclosure for Management and Administration of Business Associate**
    a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

    b. The disclosures mentioned in Section 3 above are permitted only if either:
        i. The disclosures are required by law, or
        ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

    c. Aggregation
    Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. **Activities of HCA**

a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. **Term and Termination**

a. Term
This Agreement is effective as the earliest of:

i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
ii. The termination of this Agreement as provided below, or
iii. The written agreement of the parties.

b. Termination for Cause
HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination
The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI< and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction);
iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will prvide HCA with appropriate evidence of destruction);

iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;

v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor
Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. **Miscellaneous**

a. Amendment
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation
Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements
Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT is made between Benton County and the Contractor. This agreement does not expire or automatically terminate except as stated in Section 5.

Business Associate is or may be a "Business Associate" of Benton County as defined in the HIPAA Rules. If there is a conflict between the provisions of this Agreement and provisions of other contracts, this Agreement controls; otherwise, the provisions in this Agreement do not replace any provisions of any other contracts. If the other Agreement is terminated, this Agreement nonetheless continues in effect.

1. **Definitions**

    a. "Access Attempts" means information systems are the frequent target of probes, scans, "pings", and other activities that may or may not indicate threats, whose sources may be difficult or impossible to identify, and whose motives are unknown, and which do not result in access or risk to any information system or PHI. Those activities are "access attempts."
    b. "Day" means business days observed by Washington State government unless otherwise specified.
    c. "Catch-all Definitions" means the following terms used in the Agreement have the same meaning as those terms in the HIPAA Rules: Breach, Business Associate, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Unsecured Protected Health Information (PHI), and Use.
    d. "Clients or Individuals" means people who have health or other coverage or benefits from or through HCA. They include Medicaid clients, Public Employees Benefits Board subscribers and enrollees, and others.
    e. "Contract or Underlying Contract" means all agreements between Business Associate and HCA under which Business Associate is a "business associate" as defined in the Security or Privacy Rules. The terms apply whether there is one such agreement or more than one, and if there is more than one the terms include them all even though a singular form is used except as otherwise specified. The terms include agreements now in effect and agreements that become effective after the effective date of this Agreement.
    f. "Effective Date" means the date of the signature with the latest date affixed to the Agreement.
    g. "HIPAA Rules; Security, Breach Notification, and Privacy Rules – "HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as now in effect and as modified from time to time. In part 164 of title 45 CFR, the "Security Rule" is subpart C (beginning with 164.302), the "Breach Notification Rule" is subpart D (beginning with 164.400), and the "Privacy Rule" is supart E (beginning with 164.500).

h. "Protected Health Information or PHI" has the same meaning as in the HIPAA Rules except that in this Agreement the term includes only information created by Business Associate or any of its contractors, or received from or on behalf of HCA, and relating to Clients. "PHI" means Protected Health Information.

2. Obligations and Activities of Business Associate

a. Limits

Business Associate will not use or disclose PHI other than as permitted or required by the Contract or this Agreement or as required by law. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or as necessary for purposes of the underlying contract, if such use or disclosure of PHI would not violate the Privacy Rule if done by a Covered Entity and is the minimum necessary.

b. Safeguards

Business Associate will use appropriate safeguards, and will comply with the Security Rule with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement. Business Associate will store and transfer PHI in encrypted form.

c. Reporting Security Incidents

Business Associate will report security incidents that materially interfere with an information system used in connection with PHI. Business Associate will report those security incidents to HCA and County within five (5) days of their discovery by Business Associate. If such an incident is also a Breach or may be a Breach, subsection 3 applies instead of this provision.

Access Attempts shall be recorded in Business Associates system logs. Access Attempts are not categorically considered unauthorized Use or Disclosure, but Access Attempts do fall under the definition of Security Incident and Business Associate is required to report them to HCA and County.

Since Business Associate's reporting and HCA's review of all records of Access Attempts would be materially burdensome to both parties without necessarily reducing risks to information systems or PHI, the parties agree that Business Associates will review logs and other records of Access Attempts, will investigate events where it is not clear whether or not an apparent Access Attempt was successful, and determine whether an Access Attempt:

i. Was in fact a "successful" unauthorized Access to, or unauthorized Use, Disclosure, modification, or destruction of PHI subject to this Agreement, or
ii. Resulted in material interference with Business Associate's information system used with respect to PHI Subject to this Agreement, or
iii. Causes unauthorized Use or Disclosure.

Subject to Business Associate's performance as described herein. This provision shall serve as Business Associate's notice HCA that Access Attempts will occur and are anticipated to continue occurring with respect to Business Associate's information systems. HCA acknowledges this notification, and Business Associate is not required to provide further notification of Access Attempts unless they are successful as described in this Section 2 in which case Business Associate will report them in accordance with this Section 2.

3. Breach Notification

a. "Breach is defined in the Breach Notification Rule. The time when a Breach is considered to have been discovered is explained in that Rule. HCA, or its designee, is responsible for determining whether an unauthorized Use or Disclosure constitutes a Breach under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule, and for any notification under the Breach Notification Rule, RCW 42.56.590 or RCW 19.255.010, or other law or rule.

b. Business Associate will notify HCA and County of any unauthorized use or disclosure and any other possible Breach within five (5) business days of discovery. If Business Associate does not have full details at the time, it will report what information it has, and provide full details within fifteen business (15) days after discovery. The initial report may be oral. Business Associate will give a written report to HCA and County, however, as soon as possible. To the extend possible, these reports must include the following:
    i. The identification of each individual whose PHI has been or may have been accessed, acquired, or disclosed;
    ii. The nature of the unauthorized Use or Disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery;
    iii. A description of the types of PHI involved;
    iv. The investigative and remedial actions the Business Associates or its subcontractor took or will take to prevent and mitigate harmful effects, and protect against recurrence;
    v. Any details necessary for a determination of the potential harm to Individuals whose PHI is believed to have been Used or Disclosed and the steps such Individuals should take to protect themselves; and
    vi. Such other information as HCA and County my reasonably request.

c. If Business Associate determines that it has or may have an independent notification obligation under any state breach notification laws, Business Associate will promptly notify HCA and County. In any event, Business Associate will notify HCA and County of its intent to give any notification under a state breach notification law no fewer than ten (1)) business days before giving such notification.

d. If Business Associate or any subcontractor or agent of Business Associate actually makes or causes, or fails to prevent, a use or disclosure constituting a Breach within the meaning of the Breach Notification Rule, and if notification of that use or disclosure must (in the judgment of HCA) be made under the Breach Notification Rule, or RCW 42.56.590 or RCW 19.255.010, or other law or rule, then:
    i. HCA may choose to make any notifications to the individuals, to the Secretary, and to the media, or direct Business Associate to make them or any of them.
    ii. In any case, Business Associate will pay the reasonable costs of notification to individuals, media, and governmental agencies and of other actions HCA reasonably considers appropriate to protect clients (such as paying for regular credit watches in some cases), and
    iii. Business Associate will compensate HCA clients for harms caused to them by the Breach or possible Breach described above.

e. Business Associate's obligations regarding breach notification survive the termination of this Agreement and continue for as long as Business Associate maintains the PHI and for any breach or possible breach at any time.

4. **Subcontractors**
Business Associate will ensure that any subcontractors or agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to protective restrictions, conditions, and requirements at least as strict as those that apply to the Business Associate with respect to that information. Upon request by HCA and County, Business Associate will identify to HCA and County all its subcontractors and provide copies of its agreements (including business associate agreements or contracts) with them. The fact that Business Associate subcontracted or otherwise delegated any responsibility to a subcontractor or anyone else does not relieve Business Associate of its responsibilities.

5. **Access**
Business Associate will make available PHI in a designated record set to the HCA as necessary to satisfy HCA's obligations under 45 CFR 164.524. Business Associate will give the information to HCA within five (5) business days of the request from the individual or HCA, whichever is earlier. If HCA requests, Business Associate will make that information available directly to the individual. If Business Associate receives a request for access directly from the individual, Business Associate will inform HCA of the request within three (3) business days, and if requested by HCA it will provide the access in accordance with the HIPAA rules.

6. **Amending PHI**
Business Associate will make any amendments to PHI in a designated record set as directed or agreed to by the HCA pursuant to 45 CFR 164.526, or take other measure requested by HCA to satisfy HCA's obligations under that provision. If Business Associate receives a request for amendment directly from an individual, Business Associate will both acknowledge it and infrom HCA within three (3) business days, and if HCA so requests act on it within ten (10) business days and inform HCA of its actions.

7. **Accounting**
Business Associate will maintain and make available to HCA the information required to provide an accounting of disclosures as necessary to satisfy HCA's obligations under 45 CFR 164.528. If Business Associate receives an individual's request for an accounting, it will either provide the accounting as required by the Privacy Rule or, at its option, pass the request on to HCA within ten (10) business days after receiving it.

8. **Obligations**
To the extent the Business Associate is to carry out one or more of HCA's obligations under the Privacy Rule, it will comply with the requirements of that rule that apply to HCA in the performance of such obligations.

9. **Books, etc.**
Business Associate will make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

10. **Mitigation**

Business Associate will mitigate, to the extent practicable, any harmful effect of use or disclosure of PHI by Business Associate or any of its agents or subcontractors in violation of the requirements of any of the HIPAA Rules, this Agreement.

11. **Indemnification**
    To the fullest extent permitted by law, Business Associate will indemnify, defend, and hold harmless the County, State of Washington, HCA, and all officials, agents and employees of the State from and against all claims of any kind arising out of or resulting from the performance of this Agreement, including Breach or violation of HIPAA Rules.

12. **Permitted Uses and Disclosures by Business Associate**
    a. Limited Use and Disclosure
       Except as provided in this Section 3, Business Associate may use or disclose PHI only as necessary to perform the services set forth in the Agreement.

    b. General Limitation
       Business Associate will not use or disclose PHI in a manner that would violate the Privacy Rule if done by HCA.

    c. Required by Law
       Business Associate may use or disclose PHI as required by law.

    d. De-identifying
       Business Associate may de-identified PHI in accordance with 45 CFR 164.514(a)-(c).

    e. Minimum Necessary
       Business Associate will make uses and disclosures of only the minimum necessary PHI, and will request only the minimum necessary PHI.

13. **Disclosure for Management and Administration of Business Associate**
    a. Subject to Section 3, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate.

    b. The disclosures mentioned in Section 3 above are permitted only if either:
        i. The disclosures are required by law, or
        ii. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person will notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

    c. Aggregation
       Business Associate may use PHI to provide data aggregation services relating to the health care operations of the HCA, if those services are part of the Agreement.

14. **Activities of HCA**

a. Notice of Privacy Practices
HCA will provide a copy of its current notice of privacy practices under the Privacy Rule to Business Associate on request. HCA will also provide any revised versions of that notice by posting on its website, and will send it on request.

b. Changes in Permissions
HCA will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. Restrictions
HCA will notify Business Associate of any restriction on the use or disclosure of PHI that HCA has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Business Associate will comply with any such restriction.

15. **Term and Termination**

a. Term
This Agreement is effective as the earliest of:

i. The first date on which Business Associate receives or creates PHI subject to this Agreement, or
ii. The effective date of the Agreement, or if there is more than one Agreement then the effective date of the first one to be signed by both parties.

This Agreement continues in effect until the earlier of:

i. Termination of the provision of Services under the Agreement or, if there is more than one Agreement, under the last of the Agreements under which services are terminated.
ii. The termination of this Agreement as provided below, or
iii. The written agreement of the parties.

b. Termination for Cause
HCA or County may terminate this Agreement, if HCA and/or County determines Business Associate has violated a material term of the Agreement. The termination will be effective as of the date stated in the notice of termination.

c. Obligations of Business Associate Upon Termination
The obligations of the Business Associate under subsection 5 survive the termination of the Agreement. Upon termination of this Agreement for any reason, Business Associate will:

i. Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
ii. Return to HCA or, if agreed to by HCA, destroy the PHI that the Business Associate and any subcontractor of Business Associate still has in any form (for purposes of Section 5, to destroy PHI is to render it unusable, unreadable, or indecipherable to the extent necessary to establish it is not Unsecured PHI< and Business Associate will provide HCA with appropriate evidence of destruction within ten (10) business days of the destruction);
iii. Continue to use appropriate safeguards and comply with the Security Rule with respect to electronic PHI to prevent use or disclosure of the PHI, other than as

provided for in this Agreement, for as long as Business Associate retains any of the PHI (for purposes of Section 5, if the PHI is destroyed it shall be rendered unusable or indecipherable to the extent necessary to establish it is not Unsecured PHI. Business Associate will prvide HCA with appropriate evidence of destruction);

iv. Not use or disclose any PHI retained by Business Associate other than for the purposed for which the PHI was retained and subject to the same conditions that applied before termination;

v. Return to HCA, or, if agreed to by HCA, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

vi. Business Associate's obligations relating to providing information to the Secretary and other government survive the termination of this Agreement for any reason.

d. Successor
Nothing in this Agreement limits the obligations of Business Associate under the Contract regarding giving data to HCA or to a successor Business Associate after termination of the Agreement.

16. **Miscellaneous**

a. Amendment
The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

b. Interpretation
Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

c. HCA Contact for Reporting and Notification Requirements
Business Associate will address all reporting and notification communications required in this Agreement to:

HCA Privacy Officer
Washington State Health Care Authority
626 8th Avenue SE
PO BOX 42704
Olympia, WA 98504-2700
Telephone: 360-725-2108
E-mail: PrivacyOfficer@hca.wa.gov

Federal Compliance, Certification and Assurances

1. **Definitions**
   a. "Sub-recipient" means the legal entity to which a sub-award is made and which is accountable to the State for the use of the funds provided in carrying out a portion of the State's programmatic effort under a sponsored project. The term may include institutions of higher education, for-profit corporations or non-U.S. Based entities.
   b. "Sub-award and Sub-grant" are used interchangeably and mean a lower tier award of financial support from a prime awardee (e.g., Washington State Health Care Authority) to a Sub-recipient for the performance of a substantive portion of the program. These requirements do not apply to the procurement of goods and services for the benefit of the Washington State Health Care Authority.
      i. Federal Compliance – The use of federal funds requires additional compliance and control mechanisms to be in place. The following represents the majority of compliance elements that may apply to any federal funds provided under this contract.
         1. Source of Funds **SABG**: This agreement is being funded partially or in full. Federal funds to support this agreement are identified by the Catalog of Federal Domestic Assistance (CDFA) number 93.959. The sub-awardee is responsible for tracking and reporting the cumulative amount expended HCA Contract K3904 Amendment 3 between the County and HCA and sub-contractor with Contractor.
         2. Period of Availability of Funds SABG: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified in, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the award must be liquidated no later than the expiration of the Agreement.
         3. Source of Funds **PFS 2018**: Source of Funds **SABG**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.243. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
         4. Source of Availability of Funds PFS 2018: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
         5. Source of Funds **SOR**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA

Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.

6. Period of Availability of Funds SOR: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
7. Source of Funds **SOR II**: This agreement is being funded partially or in full with Federal funds that are identified by the Catalog of Federal Domestic Assistance (CFDA) number 93.788. The sub-awardee is responsible for tracking and reporting the cumulative amount expended under HCA Contract K3904 Amendment 2 between the County and HCA and the sub-contract with Contractor.
8. Period of Availability of Funds SOR II: Pursuant to 45 CFR 92.23, Sub-awardee may charge to the award only costs resulting from obligations of the funding period specified, unless carryover of unobligated balances is permitted, in which case the carryover balances may be charged for costs resulting from obligations of the subsequent funding period. All obligations incurred under the ward must be liquidated no later than the expiration of the Agreement.
9. Modifications: This agreement may not be modified or amended, nor may any term or provision be waived or discharged, including this particular Paragraph, except in writing, signed upon by both parties.
    a. Examples of items requiring HCA and County prior written approval include, but are not limited to, the following:
        i. Deviations from the budget and Project plan.
        ii. Change in scope or objective of the agreement.
        iii. Change in a key person specified in the agreement.
        iv. The absence for more than one (1) months or a 25% reduction in time by the Project Manager/Director.
        v. Need for additional funding.
        vi. Inclusion of costs that require prior approvals as outlined in the appropriate cost principles.
        vii. Any changes in budget line item(s) of greater than twenty percent (20%) of the total budget in this agreement.
    b. No changes are to be implemented by the Sub-awardee until a written notice of approval is received from the HCA.
10. Sub-Contracting: The sub-awardee shall not enter into a sub-contract for any of the work performed under this agreement without obtaining the prior written approval of the HCA. If sub-contracts are approved by the HCA, the subcontract, shall contain, at a minimum, sections of the agreement pertaining to Debarred and Suspended Vendors, Lobbying certification, Audit requirements, and/or any other project Federal, state, and local requirements.
11. Condition for Receipt of Health Care Authority Funds: funds provided by Health Care Authority to the sub-awardee under this agreement may not be used by the sub-awardee as a match or cost-sharing provision to secure

other federal monies without prior written approval by the Health Care Authority.

12. Unallowable Costs: The sub-awardees' expenditures shall be subject to reduction for amounts included in any invoice or prior payment made which determined by HCA not to constitute allowable costs on the basis of audits, reviews, or monitoring of this agreement.
13. Supplanting Compliance: The SABG Block Grant will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(A)(10)).
14. Citizenship/Alien Verification/Determination: The Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996 (PL 104-193) states that federal public benefits should be made available only to U.S. citizens and qualified aliens. Entities that offer a service defined as a "federal public benefit" must make a citizenship/qualified alien determination/verification of applicants at the time of application as part of the eligibility criteria. Non-US citizens and unqualified aliens are not eligible to receive the services. PL 104-193 also includes specific reporting requirements.
15. Federal Compliance: The sub-awardee shall comply with all applicable State and Federal statues, laws, rules, and regulations in the performance of this agreement, whether included specifically in this agreement or not.
16. Civil Rights and Non-Discrimination Obligations: During the performance of this agreement, the Contractor shall comply with all current and future federal statues relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686), section 504 of the Rehabilitation Act of 1972 (29 U.S. C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), the Drug Abuse Office and Treatment Act of 1972 (PL 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), and the Americans with Disability Act (42 U.S.C., Section 12101 et seq.) http://www.hhs.gov/ocr/civilrights.

HCA Federal Compliance Contact Information
Federal Grants and Budget Specialist Health Care Policy
Washington State Health Care Authority
PO BOX 42710
Olympia, WA 98504-2710

2. Circulars 'Compliance Matrix'

The following compliance matrix identifies the OMB Circulars that contain the requirements which govern expenditure of federal funds. These requirements apply to the Health Care Authority, as the primary recipient of federal funds and then follow the funds to the County and then to the County Sub-Contractor. The federal Circulars which provide the applicable administrative requirements, cost principles and audit requirements are identified by sub-awardee organization type.

OMB Super Circular 2 CFR 200.501 and CFR 75.501

3. **Standard Federal Certifications and Assurances**
   Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Health Care Authority.

4. **Certification Regarding Debarment and Suspension**
   a. The undersigned certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
      i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Section 2 of this certification; and have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

   b. Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

   c. The contractor agrees by signing this contract that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transaction (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transaction in accordance with 45 CFR Part 76.

5. **Certification Regarding Drug-Free Workplace Requirements**
   The undersigned certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; Establishing an ongoing drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The contractor's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

b. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a) above.
c. Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the contract the employee will –
    i. Abide by the terms of the statement; and
    ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
d. Notifying the agency in writing within ten calendar days after receiving notice under paragraph (c)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
e. Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (c)(ii), with respect to any employee who is so convicted.
    i. Takin appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1972, as amended; or
    ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (e).

For purposes of paragraph (e) regarding agency notification of criminal drug conviction, Authority has designated the following central point for receipt of such notices:

Legal Services Manager
WA State Health Care Authority
PO BOX 42700
Olympia, WA 98504-2700

6. **Certification Regarding Lobbying**
Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (unappropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93).

a. The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:
    i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    ii. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard From-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
    iii. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, contracts, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
b. The certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making of entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA)**
The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

8. **Certification Regarding Environmental Tobacco Smoke**
    a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are contracted, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient

drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

c. By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

d. The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all sub-recipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

9. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters Instructions for Certification**
   a. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
   b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
   c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
   d. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
   e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the assigned HCA Program Systems Manager for assistance in obtaining a copy of those regulations.

f. The prospective contractor agrees by submitting this contract that, should the proposed covered transition be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.
g. The prospective contractor further agrees by submitting this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-procurement List (of excluded parties).
i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
j. Except for transactions authorized under section 9 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, Authority may terminate this transaction for cause or default.

10. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

a. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    ii. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;
    iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) terminated for cause or default.
b. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

CONTRACTOR SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL:	TITLE: Coalition Coordinator
PLEASE ALSO PRINT OR TYPE NAME: Breanna Zavicar	
ORGANIZATION NAME: Coalition for A Healthy Benton City	DATE: 10/3/2021

Substance Abuse and Mental Health Services Administration (SAMHSA) Award Terms

1. **SAMHSA Award Terms**
   a. This grant is subject to the terms and conditions included directly or incorporated by reference on the Notice of Award (NoA).
   b. Grant funds cannot be used to supplant current funding of existing activities.
   c. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level 1, which is $199,700 annually.
   d. Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub-grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. SAMHSA or its designee may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.
   e. Per 45 Code of Federal Regulations (CFR) 74.36 and 45 CFR 92.34 and the US Department of Health and Human Services Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for General Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.
   f. Program income accrued under this award must be used in accordance with the additional costs alternative described in 45 CFR 74.24(b)(1) or 45 CFR 92.25(g)(2) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable Office of Management and Budget circulars A-102 and A-110.
   g. No part of an appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.
   h. No part of any appropriation contained in the Act shall be used to pay the salary or expenses of any grant or contract recipient, or agency acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
   i. Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and internet sites): "Funding for this conference was made possible (in part) by Grants, and from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government. "
   j. If federal funds are used by the Contractor to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (Meals and Incidental Expenses allowance) must be reduced by the allotted meal cost(s).

k. **Marijuana Attestation.** The primary award recipient and all sub-recipients (contractor & sub-awardee) will not use funds, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also will not be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders (45 CFT 75.300(a); 21 United States Code 812(c)(10) and (8410). This prohibition does not apply to those providing such treatment in the context of clinical research permitted b the Drug Enforcement Administration and under a US Food and Drug Administration-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

l. **SABG Block Grant Attestation:** SABG Block grant funds will not be used to supplant State funding of alcohol and other drug prevention and treatment programs. (45 CFR section 96.123(a)(10)).

Breanna Zavicar
PSC-20/21-PREV-ZAVICAR-00
Benton County
July 1, 2021 to September 29, 2022

Exhibit B

Prevention Grants	SFY20	SFY21	SFY22	SFY23
2018 PFS:				
Year 2 FFY20 (7.1.19-9.29.20) Admin	$ 2,508.00	$ 840.00		
Year 2 FFY20 (7.1.19-9.29.20) Direct Costs	$ 28,842.00	$ 9,660.00		
Year 3 FFY19 (9.30.20-9.29-.21) Admin		$ 2,531.00	$ 844.00	
Year 3 FFY19 (9.30.20-9.29-.21) Direct Costs		$ 29,106.00	$ 9,702.00	
Year 4 FFY20 (9.30.21-9.29.22) Admin			$ 2,531.00	$ 844.00
Year 4 FFY20 (9.30.21-9.29.22) Direct Costs			$ 29,106.00	$ 9,702.00
SOR				
Year 2 FFY20 (9.30.19-9.29.20) Admin	$ 4,092.00	$ 1,364.00		
Year 2 FFY20 (9.30.19-9.29.20) Direct Costs	$ 47,058.00	$ 15,686.00		
SOR II				
Year 1 FFY19 (7.1.20-9.29.21) Admin		$ 4,069.00	$ 1,356.00	
Year 1 FFY19 (7.1.20-9.29.21) Direct Costs		$ 46,794.00	$ 15,598.00	
Year 2 FFY20 (9.30.21-9.29.22) Admin			$ 4,069.00	$ 1,356.00
Year 2 FFY20 (9.30.21-9.29.22) Direct Costs			$ 46,794.00	$ 15,598.00
SABG				
SABG Prevention (7.1.19-6.30.21) Admin		$ 1,600.00		
SABG Prevention (7.1.19-6.30.21)		$ 18,400.00		
SABG Prevention (7.1.21-9.29.22) Admin			$ 1,600.00	$ 1,600.00
SABG Prevention (7.1.21-9.29.22)			$ 18,400.00	$ 18,400.00
Total	$ 82,500.00	$ 130,050.00	$ 130,000.00	$ 47,500.00

Federal CFDA:
*All timelines include any associated admin/indirect.

Substance Abuse Block Grant (SABG), CFDA 93.959, Substance Abuse and Mental Health Services Administration (SAMHSA)

- Funding period(s): 7.1.21-9.29.22; Funds may be used in SFY 22 or 23 up to the total biennium award as indicated above.
- Final invoice due: 45 days after fund source end date on 8.14.2022 and 10.14.2022.

Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/02/2021
Subject:	Benton-Franklin Community Action Committee 2nd Amendment (CDBG-CV-2)
Presenter:	
Prepared By:	Tammy McKeirnan
Reviewed By:	Kyle Sullivan

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☒ Execute Contract

Summary / Background Information

Benton County would like to amend the agreement with Benton-Franklin Community Action Committee to add CDBG-CV2 funds to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant-Coronavirus.

Benton-Franklin Community Action Committee will use funds to provide direct public services that will principally benefit low-and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. Benton-Franklin Community Action Committee will continue to serve and improve the rural services with the bilingual staff that is trained to provide services under all applicable grants administered by Benton-Franklin Community Action Committee.

These funds are used only for clients impacted by the Coronavirus (COVID-19) pandemic. Services may include direct resource/referral, utility assistance, medical prescriptions, and transportation assistance. All housing services such as rent and/or deposit assistance will go through the local Coordinated Entry System in Kennewick for referral to Benton-Franklin Community Action Committee. Services will continue to be provided in both English and Spanish languages.

Fiscal Impact

Funding for the services described in this agreement is provided by Washington State Department of Commerce. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget; is to amend CV1 and add CV2 in the amount of $214,336.00 for a contract total amount of $495,265.00.

Recommendation

- Sign the Resolution to accept the proposed agreement
- Approve the proposed agreement by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

IN THE MATTER OF EXECUTING SECOND AMENDMENT CONTRACT NUMBER: 2020-2023 CDBG-CV1-CAC & CDBG-CV2-CAC BETWEEN BENTON COUNTY AND BENTON-FRANKLIN COMMUNITY ACTION COMMITTEE

WHEREAS, Resolution 2020-962, Washington State Department of Commerce executed a contract with Benton County contract #20-6221C-103; and

WHEREAS, the purpose of this Second Amendment is to add CDBG-CV2 funds to the grant; and

WHEREAS, Benton County will add CDBG-CV2 funds in the amount of $214,336 for a total amount of the grant is $495,265.00 to the grant subrecipient community action program, Benton-Franklin Community Action Committee; and

WHEREAS, these funds will be used only for clients impacted by the Coronavirus (COVID-19) pandemic CDBG eligible public services; and

WHEREAS, the grant will exclusively benefit residents of non-entitlement areas for eligible costs incurred between March 27, 2020 and January 31, 2023; and

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign, on behalf of Benton County, the Second Amendment to Community Development Block Grant (CDBG-CV1) and (CDBG-CV2), Public Services Grant between Benton County and Benton-Franklin Community Action Committee for a contract amount of $495,265.00; and

BE IT FURTHER RESOLVED, that the Benton County Department of Human Services is authorized to voucher the County Auditor's office to make such payments necessary for the disbursement of the Community Development Block Grant (CDBG-CV-1) and (CDBG-CV2), Public Services Grant; and

BE IT FURTHER RESOLVED, the term of the attached Contract commences on March 27, 2020 and ends on January 31, 2023.

Dated this.....day of....., 2021

_____
Chairman of Board

_____
Member

_____
Member
Constituting the Board of County
Commissioners of Benton County, Washington

Attest: _____
Clerk of the Board

Originals: Benton Commissioners, Human Services T.McKeirnan

Benton and Franklin Counties
DEPARTMENT OF HUMAN SERVICES
SECOND CONTRACT AMENDMENT TO AGREEMENT #2020/2023-CDBG-CV1 & CDBG-CV2-CAC

This Second Contract Amendment Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services** with its principal offices at 7102 W. Okanogan Pl., Ste. 201, Kennewick, WA 99336 (hereinafter collectively referred to as "COUNTY") and **Benton-Franklin Community Action Committee**, a non-profit public benefit corporation organized under the laws of the State of Washington, doing business as Community Action Connections, with its principal offices at 710 West Court Street, Pasco, WA 99301, (hereinafter "Subrecipient").

County's Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 West Okanogan Place, Suite 201
Kennewick, WA 99336
Phone: 509.783.5284
Fax: 509.783.5981
E-Mail: kyle.sullivan@co.benton.wa.us

Subrecipient Contact Information:
Judith A. Gidley, Executive Director
Benton-Franklin Community Action Committee
710 West Court Street
Pasco, WA 99301
Phone: 509.545.4042
Fax: 509.544.9691
E-Mail: jgidley@bfcac.org

Agreement Start Date.....March 27, 2020
Agreement End Date.....January 31, 2023

Budget Supplement -CV2 Consideration $214,336.00
Total Amount of Grant CV1 & CV2 ..... $495,265.00

Attachment A..... Scope of Work
Attachment B..... Services Budget
Attachment C.....Partner Participation Agreement
Attachment D.....Housing Resource Center Guidelines
Attachment E..... ...Department of Commerce CDBG-CV1 & CV2 Contract 20-6221C-103

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Subrecipient:

Judith A Gidley 10/22/21
Executive Director Date

For Benton County:

Benton County Commissioners Date

Attest: Clerk of the Board

Approved as to Content:
Department of Human Services

Approved as to Form:
Benton County Prosecuter's Office

WHEREAS, the Washington State Department of Commerce (Commerce) is authorized by the federal Department of Housing and Urban Development (HUD) to provide funds to units of the COUNTY selected to undertake and carry out certain activities and projects under the Washington State Community Development Block Grant-Coronavirus (CDBG-CV1) Program in compliance with all applicable local, state, and federal laws, regulation, and policies; and

WHEREAS, the COUNTY has applied for and received a CDBG-CV1 award, contract number 208-6221C-103, to fund the Project with Federal Award Identification Number (FAIN) B-18-DC-53-001; and

WHEREAS, it benefits the COUNTY to engage the Subrecipient to accomplish the Scope of Work (Attachment A) and the objectives of the local CDBG-CV1 project.

WHEREAS, this First Amendment is necessary to make changes to the Scope of Work; and

NOW THEREFORE, the parties agree that:

1. SCOPE OF WORK

A. COUNTY Responsibilities

The COUNTY is responsible for administration of the CDBG-CV1 contract and for ensuring that CDBG-CV1 funds are used in accordance with all program requirements (24 CFR 570.501(b)) and the COUNTY's CDBG-CV1 contract with Commerce, attached hereto as Attachment E and incorporated herein by reference. The COUNTY will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement.

B. Subrecipient Responsibilities

The Subrecipient agrees to the terms, conditions, obligations, and requirements of this Agreement and those set forth in the CDBG-CV1 contract with Commerce (Attachment E).

The Subrecipient will complete in a satisfactory and proper manner, as determined by the COUNTY, the tasks described in the Scope of Work in Attachment A and the Budget in Attachment B, both of which are attached hereto and incorporated herein by reference, in order to accomplish the objectives of the CDBG-CV1 project.

The Subrecipient agrees to participate with Benton County Department of Human Services in the Housing Resource Center's Coordinated Entry System. Accordingly, Subrecipient agrees to enter into a Partner Participation Agreement with the Department of Human Services, as set forth by the Partner Participation Agreement (Attachment C, which is attached hereto and incorporated herein by reference), and designate an individual within its organization to attend all housing provider meetings set up by the Department of Human Services. Subrecipient agrees to follow the Housing Resource Center guidelines set forth by Attachment D, attached hereto and incorporated herein by reference.

The Subrecipient will periodically meet with the COUNTY, at the COUNTY's discretion, to review the status of these tasks.

2. TIME OF PERFORMANCE

The time of performance for this Agreement is March 27, 20208 through January 31, 20319, unless otherwise terminated as set forth herein.

3. BUDGET

The Subrecipient shall follow the budget approved by Commerce and the COUNTY (see Attachments B and E). The COUNTY may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the COUNTY. Any amendments to the budget must first be reviewed by the COUNTY for a determination as to whether the amendment is consistent with the County's CDBG-CV1 contract with Commerce and, if determined to be consistent, then may be approved in writing by the COUNTY and the Subrecipient.

4. PAYMENT

The COUNTY shall reimburse the Subrecipient in accordance with the payment procedures outlined in the CDBG Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Work (Attachment A).

Reimbursement under this Agreement will be based on billings supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with CDBG-CV1 funds through the Washington State CDBG-CV1 Program as administered by Commerce and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the state may prescribe.

A. Subrogation and Duplication of Benefits

The CARES Act provides that there are adequate procedures in place to prevent any duplication of benefit as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442). HUD requires each subrecipient have procedures to prevent the duplication of benefits when it provides financial assistance with CDBG-CV funds. Federal disaster law prohibits the provision of federal assistance in excess of need. Before paying a cost with federal disaster assistance, the subrecipient must check to see that the assistance will not cause a duplication of benefits, meaning that the cost has not or will not be paid by another source. Any person or entity (including subrecipients) receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and to assess whether the use of CDBG-CV funds will duplicate financial assistance already received or is likely to be received by acting reasonably, subrecipients must have a method to evaluate need and the resources available to meet that need. CDBG-CV funded activities will prevent, prepare for, and respond to the coronavirus

5. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the Subrecipient as outlined in the attached Scope of Work (Attachment A) by tracking project progress, reviewing payment requests for applicable costs, managing the timely pass-through of CDBG-CV1 funds, overseeing compliance with CDBG-CV1 requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement.

The COUNTY shall notify the Subrecipient when it identifies substandard performance. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

6. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with:

1. The requirements of Title 24 of the Code of Federal regulations, Part 570 (HUD regulations concerning CDBG-CV1); and

2. All other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement.

B. CDBG-CV1 National Objective

The Subrecipient certifies the activities carried out under this Agreement will meet a CDBG-CV1 Program National Objective as defined in 24 CFR 570.208.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

D. Hold Harmless and Indemnification

The Subrecipient will hold harmless, defend, and indemnify the COUNTY and it officers, officials, employees, and agents from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. Provided, that the Subrecipient's obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTY or its officers, officials, employees, or agents.

In any and all claims against the COUNTY and its officers, officials, employees, and agents by any employee of the Subrecipient, anyone directly or indirectly employed by the Subrecipient, or anyone for whose acts any of them may be liable, the indemnification obligation in this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subrecipient under Workers' Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Subrecipient expressly waives any immunity the Subrecipient might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. By executing this Agreement, the Subrecipient acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the Subrecipient makes with any sub-subrecipient or agent performing work hereunder. Subrecipient's obligations under this section shall survive termination and expiration of this Agreement.

The Subrecipient's obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty by the Subrecipient or the Subrecipient's employees, agents, or subrecipients.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement. Subrecipient shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement,

workers compensation coverage shall be provided for all employees of Subrecipient and employees of any subrecipient or sub-subrecipient. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Subrecipient shall submit a copy of its certificate of coverage from the Washington State Department of Labor and Industries prior to commencement of work. Except as prohibited by law, Subrecipient waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers' compensation, employers liability, commercial liability, or commercial umbrella liability insurance.

If Subrecipient or sub-subrecipient fails to comply with all State of Washington workers' compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Subrecipient shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to Subrecipient or subrecipient employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by Subrecipient pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to Subrecipient for performance of this Agreement.

F. Insurance & Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and at a minimum, will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

Professional Liability Insurance: Prior to the start of work under this Agreement, the Subrecipient shall secure and maintain at its own expense Professional Liability Insurance appropriate to the Subrecipient's profession, which must be written subject to limits of not less than one million dollars ($1,000,000) for each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the Subrecipient's services defined in this Agreement. Coverage shall not exclude hazards related to the work rendered as part of this Agreement or within the scope of the Subrecipient's services as defined by this Agreement. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Subrecipient is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Agreement. Subrecipient shall annually provide COUNTY with proof of all such insurance.

Commercial General Liability and Employers Liability Insurance: Prior to the start of work under this Agreement, Subrecipient shall obtain and maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the Subrecipient from claims for wrongful death, bodily injury, personal injury, and property damage, which may arise from any actions or inactions under this Agreement by Subrecipient or by anyone directly employed by or contracting with Subrecipient. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTY and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that Subrecipient's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The Subrecipient will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification provisions of this Agreement. Subrecipient's commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

Subrecipient shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

Automobile Liability: The Subrecipient shall maintain, during the life of this Agreement, Commercial Automobile Liability Insurance (Policy Form CA0001, or equivalent coverage) in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect Subrecipient from claims which may arise from the performance of this Agreement, whether such operations are by the Subrecipient or by anyone directly or indirectly employed by the Subrecipient. Commercial Auto Liability Insurance shall include coverage for owned, non-owned, and hire autos. Covered auto shall be designated as "Symbol 1" any auto. Subrecipient waives all rights against the COUNTY for the recovery of damages to the extent they are covered by Commercial Auto Liability Insurance.

Other Insurance Provisions:

1. The Subrecipient's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY and its elected and appointed officers, officials, employees, and agents.

2. The Subrecipient's liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY or its officers, officials, employees, or agents.

4. The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The Subrecipient shall include all Subrecipients as insureds under its policies or shall furnish separate certificates and endorsements for each subrecipient. All coverage for Subrecipients shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure, nor are they limitations on indemnification.

7. The Subrecipient shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for Professional Liability Insurance, shall be written on an Occurrence Policy form.

Verification of Coverage and Acceptability of Insurers:

All insurance required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Washington that have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the Subrecipient, other than Professional Liability, Auto Liability and Workers' Compensation, shall specifically include the COUNTY as an "Additional Insured" and shall not be reduced or canceled without thirty (30) days prior written notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY and its elected and appointed officials, employees, and agents shall be excess of the Subrecipient's insurance and shall not contribute to it.

2. Certificates of Liability Insurance must be provided to the COUNTY's Contract Representative set forth on the Agreement cover sheet.

3. All written notices under this section, and notice of cancellation or change of required insurance coverages, shall be mailed to the COUNTY's Contract Representative referenced on the Agreement cover sheet.

4. The Subrecipient or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the COUNTY's Contract Representative on the Agreement cover sheet.

5. Prior to receiving funds under this Agreement, the Subrecipient must furnish to the COUNTY a properly executed certificate of insurance or a signed policy endorsement that clearly evidences all insurance required under this section. The certificate(s) must, at a minimum, list limits of liability and coverage. The certificate(s) must provide that the underlying insurance contract may not be cancelled or allowed to expire except upon thirty (30) days prior written notice to the COUNTY.

G. Funding Source Recognition

The Subrecipient will insure recognition of the roles of Commerce, the Washington State CDBG program, and the COUNTY in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY's governing body. Such amendments shall not invalidate this Agreement, nor may they relieve or release the COUNTY or Subrecipient from their obligations under this Agreement.

I. Suspension or Termination

In accordance with 2 CFR 200.338-9, the COUNTY may suspend or terminate this Agreement if the Subrecipient fails to materially comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statues, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

2. Failure of the Subrecipient, for any reason, to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the COUNTY of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this Agreement may also be terminated by either the COUNTY or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety.

7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract, or other source.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient must maintain all records required by the federal regulations specified in 24 CFR 570.506 pertinent to the activities to be funded under this Agreement and those described in the CDBG Management Handbook. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502 and 2 CFR 200.333;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable federal, state, and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Access to Records and Retention

The COUNTY, the Washington State Department of Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Subrecipient for a period of six (6) years after final audit of the COUNTY'S CDBG contract, unless a longer period is required to resolve audit findings or litigation. In such cases, the COUNTY shall request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the COUNTY, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

A Subrecipient that expends $750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current COUNTY policy concerning subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient must comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY periodic reports pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement must comply with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient must transfer to the COUNTY any CDBG-CV1 funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG-CV1 National Objectives pursuant to 24 CFR 570.208 until ten (10) years after the contract between Commerce and the COUNTY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG CV-1 National Objective for this ten-year period of time, the Subrecipient will pay the COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG CV-1 program's approval. Such payment will constitute program income to the COUNTY. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income. Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the COUNTY for CDBG CV-1-eligible activities as approved by the CDBG CV-1 program or (b) retained after compensating the COUNTY.

8. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:
Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:
No person in the United States shall on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended:
No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended:
No otherwise qualified individual may be excluded, solely by reason of his or her disability, from participation in any program or activity (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990:
Subject to the provisions of this title, no qualified individual with a disability may be excluded by reason of such disability from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this Agreement must comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient must send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient must include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient may not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. Conduct

Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to the Subrecipient from the COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY and Commerce.

Conflict of Interest

No member of the COUNTY'S governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest shall be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

a. The Subrecipient certifies, by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
b. If the Subrecipient is unable to certify to any of the statements in this Agreement, the Subrecipient shall attach an explanation to this Agreement.
c. The Subrecipient further agrees by signing this Agreement that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the COUNTY and/or Commerce reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

9. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10. PERFORMANCE WAIVER

The COUNTY'S failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the COUNTY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the COUNTY and the Subrecipient with respect to this Agreement.

Scope of Work

Service Programs:

Community Action Connections (CAC) will use funds to provide direct public services that is **Coronavirus** related and that will principally benefit low – and moderate-income persons by increasing their availability to services in the non-entitlement areas of Benton and Franklin Counties. CAC will continue to serve and improve the rural services with our bi-lingual staff that is trained to provide services under all applicable grants administered by CAC.

Services may include direct resource/referral, rental and utility assistance that are in the arrears. CAC will travel to non-entitled area of Benton & Franklin Counties to provide Coordinated Entry Services. Services will be provided in both English and Spanish.

The Family Development Specialist (FDS) staff will complete household eligibility, assessment of needs and delivery of services in the rural non-entitlement areas of the counties. Staff will be stationed at the point of delivery in Connell serving residents of Connell, Mesa, Basin City and Kahlotus during designated days/times. CAC staff will provide services that match the client needs. CAC provides a posted/advertised phone number reserved for rural clients to call toll free to arrange for services in Connell on designated days. Residents of Benton City and West Richland may either apply at our Prosser Office and/or our Pasco Office, dependent on the days/times staff is available.

Direct Client Services

- Eviction Rent: At no time will the amount exceed the actual amount needed to obtain housing.
- Eviction Prevention Rent: not to exceed 6 months of rent and must be in the arrears. Household must be eligible using the HRC screening tool.
- Utility Costs (Electricity, Gas, Propane, Wood, and Water/Sewer): Utility/energy assistance is available for those clients enrolled and only provided after documentation that either the client is not eligible for LIHEAP or Helping Hands programs or no funds are available. Water assistance is also available but requires a shut off notice and can be no more than the amount that is required to retain or re-start the service.
- Payments are intended to prevent eviction.

Resource and Referral Services

CAC will use in-kind donations such as:

- Basic Food Eligibility
- Diapers and Depends
- Project Warm-up
- Winter Coats

Attachment B

SERVICES BUDGET

Purpose: To deliver the direct services listed in Attachment A, "Scope of Work"

Cost Categories:

Staffing	$140,555.00	*Salary and benefits for .50 FTE providing direct services, to be documented by payroll records*
Goods and services	$7,200.00	*Costs must be tied to the delivery of the CDBG public service*
Subsistence Payments	$334,910.00	*Costs must be for eligible services described in Scope of Work (Attachment A)*
Equipment	$0	*Office mobile equipment*
Travel	$6,600.00	*Cost must be tied to the delivery of the CDBG public service*
Admin Costs	$6,000.00	*Must be tied to a CDBG public service through the community action program's approved cost allocation plan*
TOTAL	$495,265.00	*(Not to include county administration funds)*

Budget Narrative:

Staffing: $ 140,555.00

- Salary and Benefits for .50 FTE

Goods & Services: $7,200.00

- Office/Operating Services – $240 per month/total 12 months = $2,880.00
- Telecommunications (Wi-Fi and Cell phone) – $60 per month for 6 months = $360.00 and must be in the arrears.

Subsistence Payments: $334,910.00

Examples of Direct Services:

- Prevention Rent – actual amount up to FMR – not to exceed 6 months arrears
- Utility Costs – actual cost to prevent shut off after LIHEAP or Helping Hands

Equipment Purchase: $0

Travel: $6,600.00

- Travel is based on travel reimbursement costs of $0.545 per mile and subject to change based on WA State mileage and per diem rate. Average cost per month is $254.00 Washington State Office Financial Management for mileage reimbursement rate.

Admin Cost Allocation: $6,000.00

- Cost allocation is based on $250 per month X 24 months = $6,000. CAC allocates its general costs of administration not readily identifiable to a specific grant in as administrative cost allocation plan. Costs are allocated based on FTE percentage of the number personnel working in any program. This includes insurance, agency telephone services, professional services, etc. This process has been accepted by the Department of Commerce and CAC's auditor for over 16 years.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021
Subject:	Execute Agreement #21/22-DD-COMP-00 with Compass Career Solutions, LLC
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The purpose of Agreement #21/22-DD-COMP-00 is to re-contract with Compass Career Solutions to provide employment services to individuals with intellectual/developmental disabilities in our community.

Fiscal Impact

Amount: Fee-for-Service

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no** impact on the current **expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the proposed Agreement #21/22-DD-COMP-00
- Execute the proposed Agreement #21/22-DD-COMP-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AGREEMENT #21/22-DD-COMP-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND COMPASS CAREER SOLUTIONS, LLC

WHEREAS, Benton County Human Services would like to re-contract with Compass Career Solutions to provide employment services to individuals with intellectual/developmental disabilities; **NOW THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Agreement #21/22-DD-COMP-00; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #21/22-DD-COMP-00 with Compass Career Solutions, LLC to provide employment services to individuals with intellectual/developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on October 1, 2021 and shall expire on June 30, 2022.

Dated this . . . .day of . . . . . , 2021

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M.Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-COMP-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Compass Career Solutions**, a Washington State For-Profit Corporation, with its principal offices at 5709 West Sunset Hwy., Ste. 100, Spokane, WA 99224. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Errin Sullivan, Director
Compass Career Solutions
5709 West Sunset Hwy., Ste. 100
Spokane, WA 99224
Phone: 509.328.2740 / Fax: 509.326.9207
E-Mail: esullivan@embassyllc.com

Is the Contractor a subrecipient for purposes of this Agreement ..... No
CFDA Number (Federal Block Grant Funding) ..... N/A

Agreement Start Date ..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

_____ Title: Chief Executive Officer Date: 9/30/2021

For Benton County:

_____ _____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

(11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

(2) The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' contract representative or designee. All rulings, orders, instructions and decisions of the Counties' contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

a. "Acuity Level" means the level of an individual's abilities and needs as determined through the ODA assessment.

b. "AWA" means ALTSA Web Access.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "BARS" means Budget and Accounting Reporting System.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(5) "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "CRM" means the ODA Case Resource Manager.

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

l. "DOA" means the Developmental Disabilities Administration within DSHS.

m. "DOA Region" means the ODA Regional office.

n. "DVR" means the Division of Vocational Rehabilitation.

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for Individual employment; and student obtains a competitive integrated job within a specific time frames. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "HCBS" means the Medicaid Home and Community Based Services.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.

s. "PASRR" means Preadmission Screening and Resident Review.

t. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications,* County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

x. "Contractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between DDA and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of ODA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

d. Fiscal Responsibility: The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The S will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), Contractor, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the applicationelects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults asdefined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU)must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications.***

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Contractor has agreed to assign to DDA its Medicaid billing rights for servicesto DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The Contractor who are mandated reportersunder RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per ODA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* if:

   (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

   (2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement;

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the County to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is achange in the staff holding these management positions [42 CFR 455.104 (c)(1)]. Exhibit C

6. **Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program Service Providers for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. **Confidential Information.** Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

   a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

   b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

   c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

   d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

   e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

   f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

   g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

   h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

   i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category **4** data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category **4** Data.

c. If Confidential Information shared under this agreement is classified as Category **4** data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 1O failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
Compass Career Solutions	84-5105103
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)
	1669092706

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. CITY STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC. CITY STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME
Errin	Sullivan

DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
03/03/1970	518-13-2319	02/27/2017

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
5709 W Sunset Highway Ste. 100	Spokane	WA	99224

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME

SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME		LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH	
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE
Embassy Management, LLC	74-3217666	[X] Ownership Interest [ ] Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
	06/11/2007	100%

PRIMARY BUSINESS STREET ADDRESS	CITY	STATE	ZIP CODE
5709 W Sunset Highway, Suite 100	Spokane	WA	99224

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE
		[ ] Ownership Interest [ ] Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE

PRIMARY BUSINESS STREET ADDRESS	CITY	STATE	ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE	ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☒ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☒ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☒ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

Kristen Wilkie

TITLE OF INDIVIDUAL COMPLETING THIS FORM

Executive Assistant

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM

Kristen Wilkie

DATE

9/27/2021

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. Enrolling Provider's Information

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. Individuals with Ownership Interest

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. Managing Employees and other Controlling Interests

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. Organizations with Ownership Interest or Management Interest

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. Subcontractor Information

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021
Subject:	Execute Agreement #21/22-DD-GW-00 with Goodwill Industries of the Columbia
Presenter:	
Prepared By:	Mari Clark, Program Specialist
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

The purpose of this Agreement #21/22-DD-GW-00 is to provide employment services to individuals with developmental/intellectual disabilities.

Fiscal Impact

Amount: Fee-for-Service

Fund: Funding for the services described in this Agreement is provided by Developmental Disabilities Administration. **There is no impact on the current expense budget.** All revenues and expenditures are from the Fund 0108-101 Human Services Budget.

Recommendation

- Sign the Resolution to accept the Agreement #21/22-DD-GW-00
- Execute the proposed Agreement #21/22-DD-GW-00 by signing all the copies where indicated

Suggested Motion

Consent Agenda

RESOLUTION

Benton County Resolution No. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING GRANT AGREEMENT #2021-DD-GW-00 BETWEEN BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND GOODWILL INDUSTRIES OF THE COLUMBIA, INC.

WHEREAS, Benton County Department of Human Services has contracted with Goodwill Industries of the Columbia Inc. to provide employment services to individuals with developmental disabilities; and

WHEREAS, Benton County Department of Human Services would like to re-contract with Goodwill Industries of the Columbia Inc. for a term commencing on July 1, 2021 and expiring on September 30, 2021; and **NOW, THEREFORE**

BE IT RESOLVED, that the Board of Benton County Commissioners hereby accepts the proposed Grant Agreement; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Benton County Commissioners be, and hereby is, authorized to sign on behalf of Benton County, Agreement #2021-DD-GW-00 with Goodwill Industries of the Columbia Inc. to provide employment services to individuals with developmental disabilities for a consideration amount of Fee-For-Service in accordance with Exhibit B; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences on July 1, 2021 and shall expire on September 30, 2021.

Dated this . . .day of . . . . . , 2021

_____
Chair

_____
Member

_____
Member
Constituting the Board of County Commissioners
of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Human Services; Benton County Commissioners M. Clark

Benton County
DEPARTMENT OF HUMAN SERVICES
Agreement #21/22-DD-GW-00

This Agreement is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350, by and for the **Benton County Department of Human Services**, a County Department, with its principal offices at 7102 West Okanogan Place, Suite 201, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties") and **Goodwill Industries of the Columbia Inc.**, a Washington State Not-For-Profit Corporation, with its principal offices at 815 N. Kellogg, Ste. A, Kennewick, WA 99336. (hereinafter "Contractor").

Counties Contact Information:
Kyle Sullivan, Manager
Department of Human Services
7102 W. Okanogan Pl., Ste. 201
Kennewick, WA 99336
Phone: 509.783.5284 / Fax 509.783.5981
E-Mail: Kyle.sullivan@co.benton.wa.us

Contractor Contact Information:
Ken Gosney, Executive Director
Goodwill Industries of the Columbia Inc.
815 N. Kellogg, Ste. A
Kennewick, WA 99336
Phone: 509.735.7238 / Fax: 509.783.8266
E-Mail: kgosney@goodwillotc.org

Is the Contractor a subrecipient for purposes of this Agreement..... No
CFDA Number (Federal Block Grant Funding)..... N/A

Agreement Start Date..... October 1, 2021
Agreement End Date (unless terminated sooner as set forth herein this Agreement) ..... June 30, 2022
The Contractor shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the end date.

Consideration ..... Fee-For-Service

Attachments incorporated into this Agreement
Exhibit "A" – Data Security Requirements
Exhibit "B" – Fee-For-Service Schedule
Exhibit "C"- Medicaid Disclosure Form
Exhibit "D" – Travel Policy

By their signatures below, the parties agree to the terms and conditions of this Agreement and all documents attached or incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Agreement.

For the Contractor:

_____ Title: Exec Director Date: 10/6/21

For Benton County:

_____ _____ _____
Benton County Commissioners Date Attest: Clerk of the Board

Approved as to Content

_____
Department of Human Services

Approved as to Form

_____
Benton County Prosecutor's Office

1. GENERAL TERMS AND CONDITIONS

a. **Definitions:**

(1) **CFR** means the Code of Federal Regulations. All references in this Agreement and any Program Agreement to CFR chapters or sections shall include any successor, amended, or replacement regulation. The CFR may be accessed at http://www.gpoaccess.gov/cfr/index.html.

(2) **Counties Representative** means any County employee who has been delegated with contract-signing authority by the Counties Human Services Administrator or his/her designee.

(3) **Debarment** means an action taken by a federal official to exclude a person or business entity from participating in transactions involving certain federal funds.

(4) **DSHS** means the Washington State Department of Social and Health Services.

(5) **Family or Families** means individuals, of any age, living together in the same household and related by blood, marriage, adoption or as a result of sharing legal custody of a minor child [WAC 388-825-020].

(6) **General Terms and Conditions** means the contractual provisions contained within this Agreement, which govern the contractual relationship between the Counties and the Contractor, under the Program Agreements subsidiary to and incorporating therein by reference this Agreement.

(7) **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USCA 1320d-d8, and regulations enacted pursuant to its provisions, successor law and/or regulation.

(8) **Monitoring** means a contractual review to determine compliance with the terms and conditions of this Agreement.

(9) **Personal Information** means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

(10) **Program Agreement** or County Program Agreement means a written agreement between the Counties and the Contractor containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by the Counties.

(11) **RCW** means the Revised Code of Washington. All references in this Agreement and any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute. The RCW can be accessed at http://apps.leg.wa.gov/rcw/.

(12) **Shall** means compliance is mandatory.

(13) **Single Audit** means an audit that will encompass the entirety of the financial operations of the Contractor and which meets the requirements prescribed by Federal Office of Management and Budget (OMB) guidelines.

(14) **Subcontract** means a separate contract between the Counties and an individual or entity (Subcontractor) to perform all or a portion of the duties and obligations that the Counties shall perform pursuant to any Program Agreement.

(15) **Subcontractor** means any person, partnership, corporation, association or organization, not in the employment of the Contractor, who has a subcontract agreement directly with the contractor or a subsequent tier subcontract agreement with an intermediate subcontractor.

(16) **Subrecipient** means any person or government department, agency, or establishment that receives federal financial assistance through DSHS, or other State agency, to carry out a program for which they are accountable through an agreement, a contract, subcontract, or an award.

(17) **USC** means United States Code. All references in this Agreement and any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute. The USC may be accessed at http://www.gpoaccess.gov/uscode/.

(18) **Use as it relates to HIPAA compliance** means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

(19) **Vulnerable Adult** means a person:

(a) Sixty (60) years of age or older who has the functional, mental, or physical inability to care for himself or herself; or is found incapacitated under Chapter 11.88 RCW; or
(b) Who has a developmental disability as defined under RCW 71A.10.020; or
(c) Admitted to licensed facilities, including boarding homes, nursing homes, adult family homes, residential habilitation centers, or any other facility licensed by DSHS; or
(d) Receiving services from home health, hospice or home care agencies licensed or required to be licensed under Chapter 70.127 RCW; or
(e) Receiving services from an individual provider (RCW 74.34.020).

(20) **WAC** means the Washington Administrative Code. All references in this Agreement and any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation. The WAC can be accessed at http://apps.leg.wa.gov/wac/.

b. **Amendments and Changes in Work:**

(1) In the event of any errors or omissions by the Contractor in the performance of any work required under this Agreement, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the Counties.

(2) No amendment or modification shall be made to this Agreement unless set forth in a written contract amendment signed by authorized representatives of both parties. Work under a contract amendment shall not proceed until the contract amendment is duly executed by the Counties.

c. **Assignment, Delegation and Subcontracting:**

(1) The Contractor shall perform the terms of this Agreement using only its bona fide employees or agents, and the obligations and duties of the Contractor under this Agreement shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the Counties' authorized representatives.

(2) The Contractor warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

d. **Audit Requirement:**

(1) If the Contractor is subject to OMB Circular A-133 (Single Audit), the Contractor shall comply with OMB circular A-133 audit requirements and perform any corrective actions identified in the audit findings per A-133 requirements.

(2) If the Contractor is not subject to an OMB Circular A-133 audit, the Contractor shall provide to the Counties a CPA audit or CPA review within 180 days of the subcontractor's fiscal year end. The scope of the audit or review shall include the entire operation and related legal entity, be in accordance with Generally Accepted Accounting Principles (GAAP), and include a management letter that addresses any audit findings.

(3) The Contractor shall take whatever corrective action is required by the Counties to mitigate risk or resolve outstanding audit findings.

e. **Choice of Law, Jurisdiction and Venue:**

(1) This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

(2) Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton or Franklin County, Washington.

f. **Compliance with Laws:** The Contractor shall comply with all applicable federal, state, and local laws, rules and regulations in performing this Agreement.

g. **Compliance with HIPAA:** At all times during the term of this Agreement, the Contractor shall implement policies and procedures to safeguard and maintain protected health information in accordance with the requirements of state and federal law, and particularly the provisions of the Health Insurance Portability and Accountability Act.

h. **Debarment Certification:** The Contractor, by signature to this Agreement, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. The Contractor shall not employ any person or contract with any person or agency excluded from participation in federal health care programs or debarred or suspended per this Agreement.

i. **Disputes:** Disputes between the Contractor and the Counties, arising under and by virtue of this Agreement, shall be brought to the attention of the Counties at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the Contractor shall be decided by the Counties' contract representative or designee. All rulings, orders, instructions and decisions of the Counties' contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief.

j. **Entire Agreement:** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

k. **Hold Harmless and Indemnification:**

(1) The Contractor shall hold harmless, indemnify and defend the Counties, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of this Agreement. PROVIDED, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the Counties, their officers, officials, employees or agents.

(2) In any and all claims against the Counties, their officers, officials, employees and agents by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws, including but not limited to title 51 of the Revised Code of Washington. By executing this Agreement, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any Agreement the Contractor makes with any subcontractor or agent performing work hereunder. Contractor's obligations under this section shall survive termination and expiration of this Agreement.

(3) The Contractor's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

l. **Independent Contractor:**

(1) The Contractor's services shall be furnished by the Contractor as an independent contractor and not as an agent, employee or servant of the Counties. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement.

(2) The Contractor acknowledges that the entire compensation for this Agreement is set forth in the Consideration and Payment Provision Section of this Agreement, and neither the Contractor nor its employees are entitled to any Counties benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to the Counties' employees.

(3) The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the Counties.

(4) The Contractor shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Agreement.

(5) The Contractor agrees to immediately remove any of its employees or agents from their assignment to perform services under this Agreement upon receipt of a written request to do so from the Counties' contract representative or designee.

m. **Insurance:**

(1) **Professional Legal Liability**: Prior to the start of work under this Agreement, the Contractor, if he, she or it is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the Contractor's profession and shall be written subject to limits of not less than one million dollars ($1,000,000) per occurrence, loss or person. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the Contractor's services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the Contractor's services as defined by this Agreement including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Agreement. The policy shall state that coverage is claims made, and state the retroactive date. Contractor is also required to buy claims made professional liability insurance for a period of 36 months after completion of this Agreement, which can be satisfied by the continuous purchase of the above referenced insurance or an extended reporting period policy. Contractor shall annually provide Counties with proof of all such insurance.

(2) **Workers Compensation:** Contractor shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Agreement, workers compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Agreement. Except as prohibited by law, Contractor waives all rights of subrogation against the Counties for recovery of damages to the extent they are covered by workers compensation, employer's liability, commercial liability or commercial umbrella liability insurance.

If Contractor, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes or regulations and the Counties incur fines or is required by law to provide benefits to or obtain coverage for such employees, Contractor shall indemnify the Counties. Indemnity shall include all fines, payment of benefits to Contractor or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to the Counties by Contractor pursuant to the indemnity agreement may be deducted from any payments owed by the Counties to Contractor for performance of this Agreement.
Certain work or services under this Agreement may require insurance coverage for long shore or harbor works other than seaman as provided in the Long Shore and Harbor Workers Compensation Act [33 U.S.C. Section 901 et seq.]. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal

liability that may arise from the failure to maintain such coverage.
Certain work or services under this Agreement may require insurance coverage for seamen injured during employment resulting from the negligence of the owner, master or fellow crew members as provided in 46 U.S.C. Section 688. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with that Act. Contractor is responsible for all civil and criminal liability that may arise from the failure to maintain coverage.

(3) **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Agreement, Contractor shall maintain Commercial General Liability coverage (policy form CG0001 or equivalent) for wrongful death, bodily injury, personal injury and property damage, subject to limits of not less than one million dollars ($1,000,000) per occurrence. The general aggregate limit shall apply separately to this Agreement and be no less than two million dollars ($2,000,000).

The general commercial liability policy will contain an endorsement naming the County, both Benton and Franklin County, as additional insureds (CG2010) and an endorsement that specifically states that Contractor's general liability policy shall be primary, and not contributory, with any other insurance maintained by the County.
The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Agreement and does not exclude liability pursuant to the indemnification requirement under the Hold Harmless and Indemnification section of this Agreement. Specialized forms specific to the industry of the Contractor will be deemed equivalent; provided, coverage will be no more restrictive than would be provided under a standard commercial general liability policy and will include contractual liability coverage.
If Contractor has any employees, Contractor also shall maintain employer's liability insurance with limits of not less than one million dollars ($1,000,000) each incident for bodily injury by accident or one million dollars ($1,000,000) each employee for bodily injury by disease.

(4) **Automobile Liability**: This section is required if services involve the use of vehicles by Contractor or the transportation of Counties' employees or third parties. The Contractor shall maintain business automobile liability insurance with a limit of not less than one million dollars ($1,000,000) per accident, using a combined single limit for bodily injury and property damages. Such coverage shall cover liability arising out of "Any Auto". The Contractor waives all rights against the Counties for the recovery of damages to the extent they are covered by business auto liability.

(5) **Other Insurance Provisions**:

(a) The Contractor's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the Counties, their elected and appointed officers, officials, employees and agents.

(b) The Contractor's liability insurance policies shall contain no special limitations on the scope of protection afforded to the Counties as an additional insured.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Counties, their officers, officials, employees or agents.

(d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(e) The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

(f) The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

(g) The Contractor shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Agreement, except for professional liability insurance described

above shall be written on an Occurrence Policy form. Professional liability insurance on a Claims Made form shall have a retroactive date prior to or coincident with the effective date of this Agreement.

(6) **Verification of Coverage and Acceptability of Insurers**: All insurance required under this Agreement shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Counties' Risk Managers. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

(a) The Contractor shall furnish the Counties with properly executed and unaltered Accord form certificates of insurance and, if requested, a signed policy endorsement(s) which shall clearly evidence all required insurance prior to commencing work under this Agreement. The certificates will, at a minimum, list limits of liability and coverage. For any professional liability insurance, the Contractor agrees that the insurance contract will not be canceled or allowed to expire except on twenty-eight (28) days prior written notice to the Counties by the Contractor. For other insurance policies, Contractor shall not cancel or allow the insurance contract to expire except on forty-five (45) days prior written notice to the Counties. The Contractor shall also instruct the insurer to give the Counties forty-five (45) days advanced written notice of any cancellation by the insurer. The certificate or endorsement shall not limit or negate the insurer's obligation as required by law to notify the Counties as an additional insured of cancellation.

(b) The Contractor shall furnish the Counties with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the Counties as an additional insured.

(c) Certificates of insurance shall show the certificate holders as "Benton County" and "Franklin County" and include "c/o" the Counties' contract representative. The address of the certificate holder shall be shown as the current address of the Counties' contract representative.

(d) If the Contractor or any subcontractor or sub-subcontractor has any employees, Contractor shall request the Washington State Department of Labor and Industries, Workers Compensation Representative, to send written verification to Benton County that the Contractor is currently paying workers compensation.

(e) All written notices under this Section and notice of cancellation or change of required insurance coverages shall be mailed to the Counties at the following addresses:

Benton County Risk Manager/Personnel Department
7122 W. Okanogan Place, Bldg. A
Kennewick, WA 99336

(f) The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Benton County or Franklin County Risk Manager.

(g) If the Contractor is self-insured for worker's compensation coverage, evidence of its status as a self-insured entity shall be provided to the Counties. If requested by the Counties, Contractor must describe its financial condition and the self-insured funding mechanism.

n. **Non-Discrimination:** The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual

orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

o. **Non-Waiver of Rights:** The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Agreement shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

p. **Notices**: Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives section of this Agreement. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

q. **Order of Precedence:** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

(1) Applicable federal, state and local law, regulations, rules, and ordinances;

(2) Specific Terms and Conditions of this Agreement;

(3) General Terms and Conditions of this Agreement;

(4) Other terms and conditions of this Agreement.

r. **Ownership of Materials/Works Produced:**

(1) All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by 17 USC§ 101 and shall be owned by the Counties. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The Counties agrees that if they use any materials prepared by the Contractor for purposes other than those intended by this Agreement, they do so at their sole risk and agree to hold the Contractor harmless therefrom to the extent such use is not agreed to in writing by the Contractor.

(2) An electronic copy of all word processing documents shall be submitted to the Counties upon request or at the end of the job using the word processing program and version specified by the Counties.

s. **Patent / Copyright Infringement:** The Contractor shall hold harmless, indemnify and defend the Counties, their officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the Counties, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor shall be notified promptly in writing by the Counties of any notice of such claim.

t. **Prohibition of Political Activities:** No funds, material, property or contracted services provided under the terms of this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

u. **Public Records Act:** The Contractor hereby acknowledges that the Counties are governmental entities, and as such are subject to the requirements of the Public Records Act, RCW 42.56 et seq. Accordingly, the Contractor understands that to the extent a proper request is made, the Counties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records provided to the Counties by the Contractor that the Contractor might regard as confidential or proprietary. To the extent that the Contractor provides any records to the Counties that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. The Contractor also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of the Counties' release of records covered under the Public Records Act. The Counties agree to take all reasonable steps to notify the Contractor in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the Contractor as confidential or proprietary, so that the Contractor may seek a judicial order of protection if necessary.

v. **Records Maintenance and Inspection:**

(1) **Records Maintenance:** The Contractor shall keep all records required by this Agreement for (6) years, unless otherwise stated herein, after termination of this Agreement. The Contractor shall maintain records in their original form that are sufficient to:

(a) document the performance of all acts required by law, regulation, or this Agreement;
(b) substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance;
(c) demonstrate accounting procedures and practices which sufficiently and properly document the Contractor's billings to the Counties and all expenditures made by the Contractor to perform as required by this Agreement;
(d) ascertain that personnel policies, procedures and practices are in compliance with this Agreement; and
(e) ascertain that all taxes and insurance required by State and Federal law and this Agreement were paid by the Contractor.

(2) **Right of Inspection:** The Counties may, at reasonable times, inspect the books and records of the Contractor relating to the performance of this Agreement. Authorized persons shall have the right to examine the Contractor's performance and financial records and perform other activities to determine the Contractor's compliance with the terms of this Agreement. The Counties shall give the Contractor reasonable notice of monitoring, auditing, observation and other visits by its officers and employees to the Contractor's place(s) of business.

(3) **Notice of Inspections:** The Contactor shall verbally notify the Counties immediately of any inspections, audits, accreditation, or program reviews of services by any individual, agency, or governmental unit, and to promptly provide the Counties with copies of any written reports of such inspections, audits, accreditation or program reviews.

w. **Litigation Hold Notice:** In the event the Counties learn of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by the Contractor pursuant to the Records Maintenance and Inspection section of this Agreement may be of evidentiary value, the Counties may issue written notice to the Contractor of such circumstances and direct the Contractor to "hold" such records. In the event that the Contractor receives such written notice, the Contractor shall abide by all directions therein whether or not such written notice is received at a time when an Agreement between the Contractor and the Counties is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out in the Records Maintenance and Inspection section above.

x. **Reduction or Suspension of Services:** The Contractor shall provide the Counties with prompt notification of any discontinuance or suspension of or significant reduction in any category of services provided by this Agreement or any change in location of the provision of such services. Said changes shall only be made in accordance with the provisions of the Agreement.

y. **Relationship of the Parties**: The Department of Human Services shall be the representative of the Counties with full authority for administering and overseeing the performance of this Agreement. Except as expressly provided within Section 1.14.6 and 1.14.6.5 above, whenever, in this Agreement, provision is made for the Contractor to contact or give notice to the Counties or provide them with documents, reports, voucher claims, or any other information, or for the Counties to give notice to the Contractor to review, inspect, observe, or audit this Contractor's contracted services, facilities, programs, or records, the term "Counties" shall mean the Department of Human Services. The parties shall notify in writing any change to contract contact information.

z. **Severability:**

(1) If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

(2) If it should appear that any provision of this Agreement is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

aa. **Successors and Assigns:** The Counties, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Agreement.

bb. **Survivability:** All Agreement terms, which by their context are clearly intended to survive the termination and/or expiration of this Agreement, shall so survive. These terms include, but are not limited to, indemnification provisions; extended reporting period requirements for professional liability insurance; inspection and keeping of records and books; litigation hold notice; Public Records Act and confidentiality.

cc. **Termination:**

(1) The Counties may terminate this Agreement in whole or in part whenever the Counties determine, in their sole discretion, that such termination is in the best interests of the Counties. The Counties may terminate this Agreement upon giving ten (10) days written notice by certified mail to the Contractor. In that event, the Counties shall pay the Contractor for all costs incurred by the Contractor in performing the Agreement up to the date of such notice. Payment shall be made in accordance with the Consideration and Payment Provisions Section of this Agreement.

(2) In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Agreement, the Counties may summarily terminate this Agreement notwithstanding any other termination provision of this Agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the Counties to the Contractor. After the effective date, no charges incurred under this Agreement shall be allowed.

(3) If the Contractor breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the Counties, the Counties may immediately terminate this Agreement by so notifying the Contractor, in which case the Counties shall pay the Contractor only for the costs of services accepted by the Counties, in accordance with the Consideration and Payment Provisions Section of this Agreement. Upon such termination, the Counties, at their discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the Counties in completing the work and all damage sustained by the Counties by reason of the Contractor's breach.

(4) The Contractor may terminate this Agreement, in whole or in part, by giving thirty (30) days written notice to the Counties' contract representative. In the event of termination, the Counties shall pay the Contractor for services provided up until the termination date. Nothing in this section shall limit the rights of the Counties pursuant to this Agreement or by law.

(5) In the event of termination of this Agreement for any reason, the Contractor shall submit to the Counties within seven (7) calendar days of the notice of termination a Transition Plan to assist the Counties with the transfer of individuals served to ensure continuation of services.

dd. **Treatment of Individuals Served Property:** Unless otherwise provided in this Agreement, the Contractor shall ensure that any adult individual receiving services from the Contractor under this Agreement has unrestricted access to the individual's personal property. The Contractor shall not interfere with any adult individual's ownership, possession, or use of the individual's property. The Contractor shall provide individuals under age eighteen (18) with reasonable access to their personal property that is appropriate to the individual's age, development, and needs. Upon termination or completion of this Agreement, the Contractor shall immediately release to the individual and/or the individual's guardian or custodian all of the individual's personal property. This section does not prohibit the Counties from implementing such lawful and reasonable policies, procedures and practices as the Counties deem necessary for safe, appropriate, and effective service delivery (for example, appropriately restricting individual's access to, or possession of use of, lawful or unlawful weapons and drugs).

ee. **Treatment of Property:** Title to all property purchased or furnished by the Counties for use by the Contractor during the term of this Agreement shall remain titled to the Counties. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by the Counties under this Agreement shall pass to and vest in the Counties. The Contractor shall protect, maintain, and ensure all Counties' property in its possession against loss or damage and shall return the Counties' property to the Counties upon Agreement termination or expiration.

Special Terms and Conditions

1. **Definitions Specific to Program Agreement:** The words and phrases listed below, as used in this Program Agreement, shall each have the following definitions:

a. "Acuity Level" means the level of an individual's abilities and needs as determined through the ODA assessment.

b. "AWA" means ALTSA Web Access.

c. "Additional Consumer Services" refers to indirect Client service types as follows:

(1) "Community Information and Education": Activities to inform and/or educate the general public about developmental disabilities and related services. These may include information and referral services; activities aimed at promoting public awareness and involvement; and community consultation, capacity building and organization activities.

(2) "Training": To increase the job related skills and knowledge of staff, providers, volunteers, or interning students in the provision of services to people with developmental disabilities. Also to enhance program related skills of board or advisory board members.

(3) "Other Activities" reserved for special projects and demonstrations categorized into the following types:

(a) Infrastructure projects: Projects in support of Clients (services not easily tracked back to a specific working age Client) or that directly benefit a Client(s) but the Client is not of working age. Examples include planning services like benefits planning and generic job development e.g. "Project Search".

(b) Start-up projects: Projects that support an agency or directly benefit the agency. Examples include equipment purchases and agency administrative support.

(c) Partnership Project: Collaborative partnerships with school districts, employment providers, DVR, families, employers and other community collaborators needed to provide the employment supports and services young adults with developmental disabilities require to become employed during the school year they turn twenty-one (21).

d. "BARS" means Budget and Accounting Reporting System.

e. "Client" means a person with a developmental disability as defined in chapter 388-823 WAC who is currently eligible and active with the Developmental Disabilities Administration or is an identified PASRR Client.

f. "Competitive Integrated Employment" means work performed by an individual on a part-time or full-time basis, within an integrated setting within the community that meets HCBS settings requirements. The individual must be compensated at minimum wage or higher, using the higher of the Federal, State, or local rate, and at a rate comparable to the wage paid to non-disabled workers performing the same tasks, including receiving the same benefits and opportunities for advancement.

g. "Consumer Support" refers to direct Client service types as follows:

(1) "Community Inclusion" or "CI": services are individualized services provided in typical integrated community settings. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in

their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion. These services may be authorized for individuals age 62 and older. These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine months of employment support.

(2) "Child Development Services" or "CDS": Birth to three services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(3) "Individual Supported Employment" or "IE": services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities, and promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job.

(4) "Individualized Technical Assistance" or "ITA": services are a part of an individual's pathway to individual employment. This service provides assessment and consultation to the employment provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(5) "Group Supported Employment" or "GSE": services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment in community settings.

h. "County" is the political subdivision of the state of Washington and the county or counties entering into this Program Agreement.

i. "CRM" means the ODA Case Resource Manager.

j. "CSA" means County Service Authorization.

k. "DD" means developmental disabilities.

l. "DOA" means the Developmental Disabilities Administration within DSHS.

m. "DOA Region" means the ODA Regional office.

n. "DVR" means the Division of Vocational Rehabilitation.

o. "Employment Outcome Payment" means a payment to providers for transition students born between specific dates; have high acuity; are authorized for individual employment; and student obtains a competitive integrated job within a specific time frames. If the job is a minimum of ten hours of work per week an additional amount will be include in the payment.

p. "General Terms and Conditions" means the contractual provisions contained within that agreement, which govern the contractual relationship between DSHS and the county.

q. "HCBS" means the Medicaid Home and Community Based Services.

r. "Job Foundation Report" is a document derived from employment readiness activities performed by students who are between ages 19 through 20 that identifies actionable next step for employment. The employment service providers developing the Job Foundation report will be supporting students with employment activities on average of 35 hours until student moves to Job Development phase of employment activities.

s. "PASRR" means Preadmission Screening and Resident Review.

t. "PCSP" means Person Centered Service Plan, a document that authorizes and identifies the DDA paid services to meet a Client's assessed needs. Formerly referred to as the Individual Support Plan.

u. "Quality Assurance" means an adherence to all Program Agreement requirements, including DDA Policy 6.13, *Employment/Day Program Provider Qualifications,* County Guidelines and the Criteria for Evaluation, as well as a focus on reasonably expected levels of performance, quality, and practice.

v. "Quality Improvement" means a focus on activities to improve performance above minimum standards and reasonably expected levels of performance, quality and practice.

w. "Service Provider" is a qualified Client service vendor who is contracted to provide Employment and Day Program services.

x. "Contractor" is the service provider contracted by the County to provide services.

2. **Purpose:** This Program Agreement is entered into between DDA and the County in accordance with chapter 71A.14 RCW. Its purpose is to advance the state legislative policy to provide a coordinated and comprehensive state and local program of services for persons with developmental disabilities.

3. **Client Eligibility:** Client eligibility and service referral are the responsibility of ODA under chapter 388-823 WAC (Eligibility) and chapter 388-825 WAC (Service Rules). Only persons referred by DDA shall be eligible for direct Client services under this Program Agreement. It is DDA's responsibility to determine and authorize the appropriate direct service(s) type. Direct Client services provided without authorization are not reimbursable under this Program Agreement.

4. **Credentials and Minimum Requirements:**

a. Administration of the developmental disabilities County program cannot be subcontracted.

b. Qualified DD Program Coordinator: A qualified DD program coordinator has a minimum of five years training and experience in the administration and/or the delivery of developmental disabilities services to a community. For a county where the coordinator administers more than one program area (e.g. Chemical Dependency, Mental Health, Developmental Disabilities), training and experience in administration and/or a related Human or Social service may be considered.

c. Administration Responsibility: The Contractor must demonstrate the ability to administer the program agreement and regular communication with the County.

d. Fiscal Responsibility: The Contractor must demonstrate the ability to safeguard public funds including maintaining books, records, documents and other materials relevant to the provision of goods and services.

e. Sufficient Policies and Procedures for establishment and maintenance of adequate internal control systems: The S will maintain written policy procedural manuals for information systems, personnel, and accounting/finance in sufficient detail such that operations can continue should staffing change or absences occur.

f. Background/Criminal History Check: A background/criminal history clearance is required every three years for all employees (including DD program County staff), Contractor, and/or volunteers who may have unsupervised access to vulnerable DSHS Clients, in accordance with RCW 43.43.830-845, RCW 74.15.030, and chapter 388 WAC. If the entity reviewing the applicationelects to hire or retain an individual after receiving notice that the applicant has a conviction for an offense that would disqualify the applicant from having unsupervised access to vulnerable adults asdefined in chapter 74.34 RCW, then DDA shall deny payment for any subsequent services rendered by the disqualified individual provider. The DSHS Background Check Central Unit (BCCU)must be utilized to obtain background clearance.

g. Qualified Advisory Board Members: A Developmental Disabilities advisory board shall include members knowledgeable about developmental disabilities. No board member shall have a contract with the County to provide Training, Community Information Activities, and Consumer Support as defined in this Program Agreement, and shall not be a board member, officer, or employee of an agency subcontracting with the County to provide such services.

h. Qualified Service Providers: The County assures that all service providers meet qualifications as outlined in the DDA Policy 6.13, ***Program Provider Qualifications.***

i. Home and Community Based Waiver Services Assignment of Medicaid Billing Rights: The Contractor has agreed to assign to DDA its Medicaid billing rights for servicesto DDA Clients eligible under Title XIX programs in this Program Agreement. Written documentation shall be available to DSHS on request.

j. Reporting Abuse and Neglect: The Contractor who are mandated reportersunder RCW 74.34.020(13) must comply with reporting requirements described in RCW 74.34.035, .040 and chapter 26.44 RCW. If the County is notified by DSHS that a subcontractor staff member is cited or on the registry for a substantiated finding, then that associated staff will be prohibited from providing services under this Program Agreement.

k. Contractors who provide Child Development Services (birth to three early intervention services), must provide those services under the regulations implementing the Individuals with Disabilities Education Act (IDEA), Part C, and Washington State's Early Support for Infant and Toddler Federally Approved Plan.

l. The County staff who perform evaluations of subcontractor work sites will promptly report to DSHS per ODA Policy 5.13, *Protection from Abuse: Mandatory Reporting,* if:

   (1) They have reasonable cause to believe that abandonment, abuse, financial exploitation or neglect (as defined in RCW 74.34.020) of a person who has a developmental disability (as defined in RCW 71A.10.020) has occurred, and,

   (2) If they have reason to suspect that sexual or physical assault of such a person has occurred,

they shall also immediately report to the appropriate law enforcement agency.

m. Contractors are specifically authorized to have data storage on portable devices or media in accordance with the Data Security Requirements.

n. Order of Precedence: In the event of any inconsistency in this Program Agreement and any attached exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:

(1) County Program Agreement;

(2) Attached Exhibits.

5. **Duty to Disclose:** Under 42 CFR §455.104, the Administration must obtain certain disclosures and complete required screenings to ensure the State does not pay federal funds to excluded person or entities. The Contractor is required to provide disclosures from managing employees, specifically the persons in the positions of Developmental Disabilities Director and Fiscal/Budget Director, i.e. the person who authorizes expenditures. A completed Medicaid Provider Disclosure Statement, DSHS Form 27-094, should be submitted to the County to complete the required screenings. Disclosures must be provided at contract renewal and within thirty-five (35) days whenever there is achange in the staff holding these management positions [42 CFR 455.104 (c)(1)]. Exhibit C

6. **Statement of Work:** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below. Working collaboratively and sharing information as needed for service coordination, the parties shall administer DD services within the county as set forth below:

a. The Contractor shall:

b. Compliance with BARS Policies: The Contractor shall take any necessary and reasonable steps to comply with BARS Policies.

c. The Contractor shall comply with the following referenced documents found at DOA Internet sitehttps://www.dshs.wa.gov/dda/county-best-practices under "County Best Practices":

(1) ODA Policy 4.11, County Services for Working Age Adults;

(1) Chapter WAC 388-850, chapter 388-828 WAC, WAC 388-845-0001, 0030, 0210, 0215, 0220, 0600-0610, 1030-1040,2100, 2110;

(2) Criteria for Evaluation;

(3) ODA Guiding Values;

(4) County Guide to Achieve DDA's Guiding Values;

(5) ODA Guidelines for Community Assessments within Employment and Vocational Programs; and

(6) Disability Rights Washington (formerly Washington Protection and Advocacy System) Access Agreement.

d. Qualified Providers: Contractor must meet the requirements of policy 6.13.

e. Technical Assistance: DOA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval. Contractor will request Technical Assistance through the County.

f. The County will pass on all applicable contractual requirements that are between DOA and the County to the Contractor. The County shall immediately notify the DOA Region of the County's intent to terminate a Contractor who is serving a DOA referral. Individuals or agencies contracted with a County or DOA may not subcontract for Employment or Community Inclusion services.

g. The Contractor shall provide qualified Employment and Day Program ServiceProviders for consumer support services that include the following program outcomes:

(1) Monthly Community Inclusion (CI) service support hours will be based on the Client's CI service level per WAC 388-828-9310 for all Clients who began receiving CI services July 1, 2011 and forward.

(a) To ensure health and safety, promote positive image and relationships in the community, increase competence and individualized skill-building, and achieve other expected benefits of CI, services will occur individually or in a group of no more than two (2) or three (3) individuals with similar interests and needs.

(b) CI services will focus on activities that are typically experienced by the general public. Support to participate in segregated activities and/or specialized activities will not be reimbursed.

(c) A Client receiving CI services will not receive employment support simultaneously.

(d) A Client receiving CI services may at any time choose to leave Community Inclusion to pursue work and receive employment support.

(2) Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his/her living expenses. Clients should be supported to average twenty (20) hours of community work per week or eighty-six (86) hours per month; however, each person's preferred hours of employment should be taken into consideration. The amount of service a Client receives will be based on his/her demonstrated need, acuity level and work history per WAC 388-828.

(3) The Client's DOA PCSP is the driver for service. The AWA CSA and updated Planned Rates information will not exceed the Client's DOA PCSP. Service changes will not occur until the Client has received proper notification from DOA.

(4) All Clients will have an Individualized Employment or Community Inclusion plan to identify Client's preferences. Minimum plan elements are outlined in the reference document "Criteria for an Evaluation." A copy of the Client's individualized plan will be provided to the Client, their CRM, guardian and others as appropriate. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. Contractor will ensure the form is appropriately marked either "Initial Plan" or "Annual Plan".

(5) Semi-annual progress reports that describe the outcomes of activities will be provided by the Contractor to the client, their CRM, guardian, County and others as appropriate. The report will summarize the **progress** made towards the Client's individualized goals. The Contractor will use the DDA Employment or Community Inclusion plan form and the accompanying evaluation tool from the DDA website. The Contractor will ensure that the form is marked as the "6-month Progress Report".

(6) All Clients will be contacted by their service provider according to Client need and at least once per month.

(7) If Clients in Individual Employment or Group Supported Employment, have not obtained paid employment at minimum wage or better within **six (6) months,** the County will assure the following steps are taken:

(a) Review the progress toward employment goals;

(b) Provide evidence of consultation with the Client/guardian; and

(c) Develop additional strategies with the Client/guardian, county staff, employment support staff, case manager, and others identified by the Client. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional strategies will be documented for each Client and kept in the Client's file(s).

(8) If after twelve (12) months the Client remains unemployed, an additional review will be conducted. The provider will address steps outlined in the previous six month progress report in the next six month progress report. The Client may request to participate in Community Inclusion activities or the Client may choose to remain in an employment program. When requesting to participate in CI, the Client shall communicate directly with his or her ODA Case Manager. The DOA Case Manager is responsible for authorizing CI services.

(9) For Individual Employment where the service provider is also the Client's employer, long term funding will remain available to the service provider employer for six months after the employee ODA Client's date of hire. At the end of the six month period, if the ODA Client continues to need support on the job, another service provider who is not the employer of record must provide the support unless the County or DOA issues prior written approval for the service provider to continue to provide long-term supports if needed. If the County and ODA approves the continuation of long-term supports where the service provider is also the Client's employer, the County will regularly monitor these positions to assure fading efforts occur when appropriate and any potential conflict of interest is addressed.

(10) Individual Employment staff hours must be attributed to the "Individual Employment and Billable Activity Phase(s)".

(11) For Group Supported Employment (GSE), Clients must have paid work. The total number of direct service staff hours provided to the group should be equal to or greater than the group's

collective amount of individual support monthly base hours. If the direct service staff hours are less than the collective amount, then the provider will be reimbursed only for the number of hours staff actually provided. (a) The collective group's individual hours should be the minimum staff hours delivered to support the group.

(a) A GSE client must be on-site/at work at least their base individual hours as a minimum per month. If a client is not on-site/at work for all of their base hours, the county should verify that the provider delivered the collective group's individual hours to the group *(what was the number of staff hours provided to the group during the month? If it was less than the collective group's total the provider can only bill for the staff hours that were provided).*

(b) A GSE agency may not bill for a GSE client who does not receive services during an entire service month.

(c) A GSE agency must have a record of which staff is supporting which clients on any given day.

(d) A GSE agency must have supportive documentation that provides clear evidence of support helping with specific activities as identified in the client plan to move a client on their pathway towards their employment goal(s).

(e) Running a GSE service is a part of the business operation and not billable to individuals (contract procurement, contract maintenance, or administration functions associated with GSE).

(f) Individual time in the community working towards the individual employment goal, separate from the group time, must include phase information (refer to Employment Phases and Billable Activities - see Phases 1 - 4 for element/ activity description).

(12) Employment and day services must adhere to the Home and Community Based settings (HCBS) requirements of 42CFR 441 530(a)(1), including that:

(a) The setting is integrated in the greater community and supports individuals to have full access to the greater community;

(b) Ensures the individual receives services in the community to the same degree of access as individuals not receiving Medicaid HCBS;

(c) The setting provides opportunities to seek employment and work in competitive integrated settings; and

(d) The setting facilitates individual choice regarding services and supports, and who provides them.

I. Quality Assurance and Service Evaluation: The Contractor shall develop and have available an evaluation system to review services. The evaluation system must have both a Quality Assurance and a Quality Improvement component, and both must include objective measures. The objective measures at a minimum will include performance indicators, by acuity, that include the number of new jobs; job loss and reasons for job loss; the percentage employed earning minimum wage or better; and the average number of hours worked. The Contractor's service evaluation system shall serve as the method by which current providers demonstrate that they continue to be qualified providers. A copy of description of such evaluation system shall be provided upon request to ODA for review.

m. Evaluation: The County shall evaluate and review services delivered to reasonably assure compliance and quality. The County shall conduct at least one visit to each subcontractor during the biennium. The County shall maintain written documentation of all evaluations, recommendations and corrective action plans for each subcontractor. Copies of such documentation will be provided to the DOA upon request.

n. The Contractor shall work with local developmental disability advisory groups to plan for and coordinateservices.

o. The Contractor shall participate in regularly scheduled meetings between County DD staff and County Contractors to remain updated and current.

p. Assure the integrity of data submitted to the County. When data is submitted and rejected due to errors or an error is later identified, the Contractor will correct and resubmit the data within the time given by the County.

q. Employment Outcome Payment. - Providers, with transition students born between 9/1/00 through 8/31/01, high acuity and authorized for Individual employment, may receive one outcome payment if student obtains a competitive integrated job approved by the County within timeframes described in the chart below. If the County is also the service provider ODA will provide the job approval. If the job is at a minimum of ten hours of work per week an additional amount will be include in the payment.

7. Consideration:

a. Fees:

(1) Approval of fees is the responsibility of the ODA. The DOA Region reserves the right to approve fees/rates for the services being provided. The County will submit a fee/rate schedule with the initial Program Agreement. The County will submit updated fee/rate schedules to the DOA Regional Employment Specialist for approval as changes occur. The rate schedule will include the following information:

(2) Fee Limitations: The DOA Billing Instructions found on the County Best Practices site provides limitations on the Hourly Rate for each direct service. Hourly rates must be divisible by four.

b. Fee Schedule **Exhibit B:**

(1) Hourly rates are set forth in Exhibit B. The Contractor will not be reimbursed at a higher rate than what is identified in Exhibit B. If needed, due to budget limitations, the Fee Schedule can be modified by the County when needed. The Contractor will be notified and an amendment will be issued for the new rates.

8. Billing and Payment:

a. Program Agreement Budget: County shall pay the Contractor all allowable costs, which are defined by ODA as cost incurred by the program for:

(1) Additional Consumer Services: Additional Consumer Services must be approved by the County before costs are incurred.

(a) Training:

i. Staff Training: Costs incurred by the program for planned, structured activities for the purpose of providing, or improving, or enhancing job-related knowledge and skills of staff, providers, volunteers, or interning students in the provision of developmental disabilities services.

(2) Consumer Support.

(a) Adult Day Care services are available to Clients who were served between December 1996 and December 2003 in Adult Day Health agencies and were subsequently determined ineligible for Level II or III services (Adult Day Health). Level II and III services are licensed rehabilitation and skilled nursing services along with socialization. Level I services (Adult Day Care) are supervised day programs where frail and disabled adults can participate in social, educational, and recreational programs without the need for skilled nursing.

(b) Community Inclusion services are individualized services provided in typical integrated community settings for individuals in retirement. Services will promote individualized skill development, independent living and community integration for persons to learn how to actively and independently engage in their local community. Activities will provide opportunities to develop relationships and to learn, practice and apply skills that result in greater independence and community inclusion (per the Community Inclusion Billable Activities). These services may be authorized instead of employment support (Individual Employment or Group Supported Employment) for working age individuals who have received nine (9) months of employment support.

(c) Child Development Services are designed to meet the developmental needs of each eligible child and the needs of the family related to enhancing the child's development. Services may include specialized instruction, speech-language pathology, occupational therapy, physical therapy, assistive technology, and vision services. Services are provided in natural environments to the maximum extent appropriate.

(d) Individual Supported Employment services are a part of an individual's pathway to employment and are tailored to individual needs, interests, and abilities to promote career development. These are individualized services necessary to help persons with developmental disabilities obtain and continue integrated employment at or above the state's minimum wage in the general workforce. These services may include intake, discovery, assessment, job preparation, job marketing, job supports, record keeping and support to maintain a job (per the Individual Employment Phases & Billable Activities)

(e) Individualized Technical Assistance services are a part of an individual's pathway to employment. This service provides assessment and consultation to the employment

provider to identify and address existing barriers to employment. This is in addition to supports received through supported employment services for individuals who have not yet achieved their employment goal.

(f) Group Supported Employment services are a part of an individual's pathway to integrated jobs in typical community employment. These services are intended to be short term and offer ongoing supervised employment for groups of no more than eight (8) workers with disabilities in the same setting. The service outcome is sustained paid employment leading to further career development in integrated employment at or above minimum wage. Examples include enclaves, mobile crews, and other business models employing small groups of workers with disabilities in integrated employment community settings.

b. Reimbursement for the state Fiscal Year shall not exceed the rate listed in **Exhibit B** to this Program Agreement. However, with a Program Agreement amendment, the parties may increase or decrease the Program Agreement amount.

c. Monthly Invoice with Signed Documentation: All requests for reimbursement amounts must be submitted securely/encrypted to the County. Monthly invoices shall be submitted to the County by the tenth (10) of the month following the month the services were provided. If the tenth of the month falls on a weekend, Contractor will have the invoice submitted on the Friday before the 10th.

d. Clients will be assisted in accessing DVR services per the DDA/DVR MOU. Client services shall not be reimbursed under this Program Agreement when the same services are paid for under the Rehabilitation Act of 1973 by DVR, Public Law 94-142 or any other source of public or private funding.

e. Reimbursement of Client Services: A claim for each individual is made on the AWA system by indicating the number of service units delivered to each individual listed and the fee per unit. Units are defined as:

(1) An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded.

(2) A "Day" is at least four (4) hours of direct service and will only be used in connection with Adult Day Care reimbursement.

(3) A "Month" represents a minimum of at least fifty (50) minutes of direct service for CDS reimbursement.

f. The Individual Employment Phases & Billable Activities document defines the individual Client services that ODA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

g. The Community Inclusion Billable Activities document defines the individual Client services DOA reimburses. That document is located on the DSHS ODA County Best Practices Web site at https://www.dshs.wa.gov/dda/county-best-practices.

h. Timeliness of and Modification to Billings: All initial invoices with signed documentation must be received by the County by the tenth (10) of the month following the last day of the month in which the service is provided. Corrected invoices will be accepted throughout the fiscal year as long as they are received within thirty (30)calendar days unless an extension is approved by the County.

i. Recovery of Fees: If the Contractor bills and is paid fees for services that the County later finds

were (a) not delivered or (b) not delivered in accordance with Program Agreement standards or (c) paid at an incorrect rate or non-approved hours, the County shall recover the fees for those services and the Contractor shall fully cooperate during the recovery.

8. **Intermediate Care Facilities for Intellectual Disabilities (ICF/1D) Agreement.** If applicable per 42 CFR 483.410, the Contractor shall assure that all county subcontracted programs serving persons living in ICF/ID facilities develop a plan and coordinate their services with the facility on behalf of the ICF/ID resident. County will supply to the Contractor a list of ICF/ID residents who attend a day program.

9. **Single State Medicaid Agency-Health Care Authority (HCA):** HCA, as the single state Medicaid Agency, has administrative authority for Title XIX coverage per 42 CFR 431.10. DSHS is the operating agency for the Home and Community Based Waivers for services for people with developmental disabilities. The Contractor only has responsibility for services covered in this agreement.

10. DSHS/DRW Access Agreement: The DRW February 27, 2001 Access Agreement with ODA is incorporated by reference. The Contractor assures that it has reviewed theAccess Agreement. The agreement covers DRWs access to individuals with developmental disabilities, Clients, programs and records, outreach activities, authority to investigate allegations of abuse and neglect, and other miscellaneous matters and is binding for all providers of DDA contractedservices.

11. **Confidential Information.** Contractors must:

a. Ensure the security of Confidential Information, and

b. When transporting client records containing Confidential Information outside a Secure Area, one or more of the following as appropriate:

(1) Using a Trusted Network; or

(2) Encrypting the Confidential Information, including:

(a) Email and/or email attachments

(b) Confidential Information when it is stored on portable devices or media including but not limited to laptop computers and flash memory devices.

12. **Data Security Requirements.** Exhibit A shall only apply to the Contractor if the Contractor possesses 150 or more DSHS records across all programs or services throughout their organization or transmits more than 5 records at one time.

Exhibit A - Data Security Requirements

1. **Definitions.** The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

c. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. For purposes of this contract, data classified as Category 4 refers to data protected by: the Health Insurance Portability and Accountability Act (HIPAA).

d. "Cloud" means data storage on servers hosted by an entity other than the Contractor and on a network outside the control of the Contractor. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iCloud, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, 0365, and Rackspace.

e. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits (256 preferred) for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

f. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

g. "Mobile Device" means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

h. "Multi-factor Authentication" means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. "PIN" means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

i. "Portable Device" means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but

are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

j. "Portable Media" means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

k. "Secure Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Contractor staff are not present to ensure that non-authorized staff cannot access it.

l. "Trusted Network" means a network operated and maintained by the Contractor, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

m. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority.** The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Contractor must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Contractor staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4 data, the Contractor must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4 data, the Contractor must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. **Authorization, Authentication, and Access.** In order to ensure that access to the Data is limited to authorized staff, the Contractor must:

a. Have documented policies and procedures governing access to systems with the shared Data

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

   (1) Upon suspected compromise of the user credentials.

   (2) When their employment, or the contract under which the Data is made available to them, is terminated.

   (3) When they no longer need access to the Data to fulfill the requirements of the contract.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information

g. When accessing the Data from within the Contractor's network (the Data stays within the Contractor's network at all times), enforce password and logon requirements for users within the Contractor's network, including:

   (1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

   (2) That a password does not contain a user's name, logon ID, or any form of their full name.

   (3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

   (4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Contractor's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

   (1) Ensuring mitigations applied to the system don't allow end-user modification.

   (2) Not allowing the use of dial-up connections.

   (3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

   (4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the contract specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. **Protection of Data.** The Contractor agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives.** For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms, which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks.** For Data stored on hard disks mounted on network servers and made available through shared folders, access to the Data will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a Secure Area. When not in use for the contracted purpose, such discs must be Stored in a Secure Area. Workstations which access DSHS Data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism

d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a Secure Area. Access to Data on these discs will be restricted to Authorized Users through the use of access control lists which will grant access only after the Authorized User has authenticated to the network using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area, which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.

e. **Paper documents.** Any paper records must be protected by storing the records in a Secure Area, which is only accessible to authorized personnel. When not in use, such records must be stored in a Secure Area..

f. **Remote Access.** Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Contractor's staff. Contractor will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Contractor, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Contract.

g. **Data storage on portable devices or media.**

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the terms and conditions of the Contract. If so authorized, the Data shall be given the following protections::

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media withDSHS Confidential Information must be under the physical control of Contractor staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes.**

(1) DSHS Confidential Information may be stored on Portable Media as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information stillexists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 Data Disposition.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of a Contractor's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8Data Disposition

i. **Cloud storage.** DSHS Confidential Information requires protections equal to or greater than thosespecified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Contractor has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the followingconditions are met:

(a) Contractor has written procedures in place governing use of the Cloud storage and Contractor attest to the contact listed in the contract and keep a copy of that attestation foryour records in writing that all such procedures will be uniformly followed.

(b)The Data will be Encrypted while within the Contractor network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Contractor will possess a decryption key for the Data, and the decryption key will bepossessed only by the Contractor.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are noton the contractor network

(g) The Data will not be decrypted until downloaded onto a computer within the control of anAuthorized User and within either the DSHS or Contractor's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing toall of the requirements within this exhibit; or,

(b) The Cloud storage solution used is HIPAA compliant.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPM), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. **System Protection.** To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Contractor will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. **Data Segregation.**

a. DSHS category 4 data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the Contractor, all DSHS Data can be identified for return or destruction. It also aids in determining whether DSHS Data has or may have been compromised in the event of a security breach. As such, one or more of the following methods will be used for data segregation

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data.

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data.

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) DSHS Data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. When it is not feasible or practical to segregate DSHS Data from non-DSHS data, then both the DSHS Data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

8. **Data Disposition.** When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. Media on which Data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks, or	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or
Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	Recycling through a contracted firm, provided the contract with the recycler assures that the confidentiality of Data will be protected.
Paper documents containing Confidential Information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Contract within one (1) business day of discovery. If no DSHS Contact is designated in the Contract, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors.** If DSHS Data provided under this Contract is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Contract and within any amendments, attachments, or exhibits within this Contract. If the Contractor cannot protect the Data as articulated within this Contract, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Benton County
Department of Human Services
EXHIBIT B FEE FOR SERVICES SCHEDULE
July 1, 2021 – June 30, 2022

1. **Clients Authorized for Services:**

Service Description	Rate Per Unit		Unit Rate
.61 Child Development Services	$100.00		Month
.62 Group Supported Employment	Group Site Training	$72.00	Hour
	Community Integrated Individual Activity	$72.00	
.64 Individual Employment	Individual Employment Activities	$84.00	Hour
.67 Community Inclusion	$39.00		

2. **Clients Authorized for Medicaid Funds:** Reimbursement shall be at the rates set forth above up to the maximum limit established by DDA and authorized by the Counties.

3. **Service Unit Definitions:**

Reimbursement of client services: A claim for each individual is made on the CMIS system by indicating the number of service units delivered to each individual listed and the fee per unit. A unit is defined as:

a. An "Hour" is at least fifty (50) minutes of direct service. Partial hour to the quarter may be recorded; or

b. A "Day" is at least four hours of direct service and will only be used in connection with Adult Day Care (ADC) reimbursement.

c. A "Month" represents a minimum of 1 service visit which is at least fifty (50) minutes of direct service for Child Development Services (CDS) reimbursement.

Washington State Department of Social & Health Services

AGING AND LONG-TERM SUPPORT ADMINISTRATION
DEVELOPMENTAL DISABILITIES ADMINISTRATION
BEHAVIORAL HEALTH AND SERVICE INTEGRATION ADMINISTRATION

Medicaid Provider Disclosure Statement

Completion and submission of this form is a federal and state requirement and a condition of participation in Medicaid reimbursement (see instructions for specific citations). Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Submission of this form to DSHS is also required for changes in ownership, managing employees, or controlling interests. Any failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual or entity, or to terminate existing agreements. See the instructions for definitions of the terms used in this form.

Please answer all questions as of the current date. If additional space is needed use an attached sheet.

Sections:

I. Identifying Information of Provider Entity
II. Individuals with Ownership Interest
III. Managing Employees and other Controlling Interests
IV. Organizations with Ownership or Management Interest
V. Subcontractor Information
VI. Criminal Offenses
VII. Suspension or Debarment
VIII. Status Changes
IX. Signature

I. Enrolling Provider's Information (see instructions)

PROVIDER NAME (LEGAL NAME)	FEDERAL TAX ID: SSN / FEIN
Goodwill Industries of the Columbia, Inc.	237071436
DOING BUSINESS AS (DBA)	NATIONAL PROVIDER IDENTIFIER (NPI)
	1104332444

II. Individuals with Ownership Interest (see instructions)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

II. Individuals with Ownership Interest (continued)

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each individual who has direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	DATE OF BIRTH
SOCIAL SECURITY NUMBER	START DATE	OWNERSHIP PERCENTAGE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or individual with controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

III. Managing Employees and other Controlling Interests (see instructions)

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
Keni	Gosney	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	START DATE
05/29/1971	532-84-6824	10/15/2015
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE
990 Amber Ct.	West Richland	WA 99353

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or an officer) of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

III. Managing Employees and Other Controlling Interests (continued)

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

List each managing employee and other controlling interests (e.g. members of a board of directors or officers)of the provider listed in Section I. Attach additional pages as necessary.

FIRST NAME	LAST NAME	
SOCIAL SECURITY NUMBER	START DATE	DATE OF BIRTH
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

If the individual being disclosed is related (spouse, parent, child, sibling) to another owner, managing employee, or controlling interest of the provider listed in Section I, list related individual(s):

FIRST NAME	LAST NAME	RELATIONSHIP
FIRST NAME	LAST NAME	RELATIONSHIP

IV. Organizations with Ownership or Management Interest (see instructions)

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE ZIP CODE

List each office, organization, corporation or entity that has a management interest or direct/indirect ownership separately or in combination, amounting to an ownership interest of 5% or more in the provider listed in Section I. Attach additional pages as necessary.

ORGANIZATION NAME (LEGAL NAME)	FEDERAL TAX ID - FEIN	CHECK ONE ☐ Ownership Interest ☐ Management Interest
DOING BUSINESS AS (DBA)	START DATE	OWNERSHIP PERCENTAGE
PRIMARY BUSINESS STREET ADDRESS	CITY	STATE ZIP CODE

Mailing Address (PO Box) for the disclosed organization, if different from Primary Business Address

MAILING ADDRESS	CITY	STATE ZIP CODE

IV. Organizations with Ownership or Management Interest (continued)

Business Locations for the disclosed organization, if different from the Primary Business Address

STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE
STREET NAME AND NUMBER, SUITE, ROOM, ETC.	CITY	STATE	ZIP CODE

V. Subcontractor Information (see instructions)

List each person with an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

Does any owner of the provider listed in Section I also have an ownership or controlling interest of 5% or more in any other entity? Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VI. Criminal Offenses (see instructions)

List each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	PERCENTAGE
ADDRESS	CITY	STATE	ZIP CODE

VII. Suspension or Debarment (see instructions)

Federal statutes and regulations clearly prohibit states from paying for items or services furnished, ordered or prescribed by excluded parties. States are required to search the exclusions databases by the name of a provider entity seeking to participate in the program and also by the name of any owner, managing employee, or controlling interests including officers and members of a board of directors.

Have you, any of your employees, or any individual who has an ownership or controlling interest of the provider listed in Section I ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or on the System for Award Management (SAM), or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs. If yes, list each person below. Attach additional pages as necessary. The lists of excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE
NAME AND TITLE		SSN / TIN	DATE OF BIRTH
ADDRESS	CITY	STATE	ZIP CODE

VIII. Status Changes (see instructions)

Is a change of ownership anticipated within the next year? ☐ Yes ☒ No

Is this facility operated by a management company or leased in whole or partly by another organization? ☐ Yes ☒ No

If yes, list date of change in operations: _____

Has there been a past bankruptcy or do you anticipate filing for bankruptcy within the next year? ☐ Yes ☒ No

If yes, when?

IX. Signature (see instructions)

Anyone who knowingly and willfully makes or causes to be made a false statement or representation of this statement may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or where the entity already participates, a termination of its agreement or contract with the appropriate state agency. By signature I certify that the information provided within, is true and correct and I fully understand the consequences as explained above.

NAME OF INDIVIDUAL COMPLETING THIS FORM

Kevi Gosney

TITLE OF INDIVIDUAL COMPLETING THIS FORM

Executive Director

SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM

K Gosney

DATE

10/6/21

Instructions for the Medicaid Provider Disclosure Statement

These instructions are for use with the Medicaid Provider Disclosure Statement. Definitions of the terms used in this form are included at the end of this document. Please answer all questions as of the current date.

Completion and submission of this form is a federal and state requirement, and a condition of participation in Medicaid reimbursement. Full and accurate disclosure of ownership as well as financial, managerial, and controlling interests is required. Completion of this form is also required to notify the DSHS of changes to ownership, managing employees, and controlling interests. Failure to submit the requested information may cause the Department to refuse to enter into an agreement or contract with the individual and/or entity or to terminate existing agreements. These disclosures are required under 42 CFR §455.104, 42 CFR §455.105, and 42 CFR §455.106.

Instructions by Section:

I. **Enrolling Provider's Information**

Complete this section with information about the provider entity. Specify the provider's name, (legal name reported to the IRS), the Federal Tax ID associated with the provider (FEIN or SSN), the National Provider Identifier (NPI), and the Doing Business As (DBA) name, if applicable.

II. **Individuals with Ownership Interest**

Complete this section with information about individuals who have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Report organizational owners in Section IV. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each owner, specify the name, date of birth, Social Security number, percentage of ownership, street address, and the start date of ownership interest with the provider.

If the individual owner is related to another owner, a managing employee, or someone with controlling interest, list the related individual. Report the related individual only if the individual is a spouse, parent, child, or sibling.

III. **Managing Employees and other Controlling Interests**

Complete this section with information about managing employees and controlling interests of the provider listed in Section I. Include the general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency. Also list controlling interests including each member of the board of directors, agents with the authority to act on behalf of the provider listed in Section I, and officers or directors of a provider entity that is organized as a corporation.

For each individual listed, specify the name, date of birth, Social Security number, street address, and the start date of controlling or managerial interest with the provider listed in Section I.

If the individual owner is related to another owner, managing employee, or someone with controlling interest of the provider listed in Section I, list the related individual (s). Report the related individual only if the individual is a spouse, parent, child, or sibling.

IV. **Organizations with Ownership Interest or Management Interest**

Complete this section with information about organizations that have direct or indirect ownership interest of 5% or more of the provider listed in Section I. Also include organizations that have management interest in the provider listed in Section I. See the definitions section at the end of this document for instructions on how to compute ownership percentage.

For each organization listed, specify the legal name (as reported to the IRS), Federal Tax ID (FEIN), check whether the organization has ownership or management interest in the provider listed in Section I, Doing Business As (DBA) name, if applicable, the first date the organization started with ownership interest (or management interest), the percentage of ownership (if applicable), and the primary business address.

List mailing address (such as a PO Box) and the address for each business location if different from the Primary Business Address.

V. **Subcontractor Information**

Complete this section with information about each person who has an ownership or controlling interest in any subcontractor in which the provider listed in Section I has direct or indirect ownership of 5% or more.

For each individual listed, specify the name, title, Social Security number, ownership percentage, and address for each individual with an ownership or controlling interest in a subcontractor.

List any individuals with ownership or controlling interest in the provider listed in Section I that also has an ownership or controlling interest of 5% or more in any other entity.

VI. Criminal Offenses

Complete this section with information about each individual who has ownership, controlling interest, is an agent, managing employee, officer, or member of the board of directors of the provider listed in Section I and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX, since the inception of those programs.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VII. Suspension or Debarment

Complete this section with information about each individual who is an officer, owner, agent, or managing employee of the provider listed in Section I who has been suspended or debarred from participation in Medicare, Medicaid, or the Title XVIII, XIX or XX services programs. These individuals would have been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list, or on the System for Award Management (SAM). The current lists to excluded individuals can be found at: http://exclusions.oig.hhs.gov/search.aspx and https://www.sam.gov.

For each individual listed, specify the name, Social Security number, ownership percentage (if applicable), and address.

VIII. Status Changes

Indicate any anticipated changes within the next year.

IX. Signature

Provide the name and title of the individual completing statement, along with the signature and the date the statement is signed.

Definitions

Agent: Any person who has been delegated the authority to obligate or act on behalf of a provider.

Exclusion: Items and services furnished, ordered or prescribed by a specified individual or entity will not be reimbursed under Medicare, Medicaid, and all other federal health care programs until the individual or entity is reinstated by the OIG.

Indirect ownership interest: An ownership interest in an entity that has an ownership interest in the disclosing entity. This term includes an ownership interest in any entity that has an indirect ownership interest in the disclosing entity.

Managing employee: A general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization, or agency

OIG: Office of Inspector General of the Department of Health and Human Services.

Ownership interest: The possession of equity in the capital, stock, or profits of the disclosing entity.

Person with an ownership or control interest

A person or corporation that:

(a) Has an ownership interest totaling 5 percent or more in a disclosing entity.

(b) Has an indirect ownership interest equal to 5 percent or more in a disclosing entity. (c) Has a combination of direct and indirect ownership interests equal to 5 percent or more in a disclosing entity.

(d) Owns an interest of 5 percent or more in any mortgage, deed of trust, note, or other obligation secured by the disclosing entity if that interest equals at least 5 percent of the value of the property or assets of the disclosing entity.

(e) Is an officer or director of a disclosing entity that is organized as a corporation.

(f) Is a partner in a disclosing entity that is organized as a partnership.

Subcontractor

(a) An individual, agency, or organization to which a disclosing entity has contracted or delegated some of its management functions or responsibilities of providing medical care to its patients.

(b) An individual, agency, or organization with which a fiscal agent has entered into a contract, agreement, purchase order, or lease (or leases of real property) to obtain space, supplies, equipment, or services provided under the Medicaid agreement.

How to calculate ownership percentages:

(a) **Indirect ownership interest.** The amount of indirect ownership interest is determined by multiplying the percentages of ownership in each entity. For example, if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership interest in the disclosing entity and must be reported. Conversely, if B owns 80 percent of the stock of a corporation that owns 5 percent of the stock of the disclosing entity, B's interest equates to a 4 percent indirect ownership interest in the disclosing entity and need not be reported.

(b) **Person with an ownership or control interest.** In order to determine percentage of ownership, mortgage, deed of trust, note, or other obligation, the percentage of interest owned in the obligation is multiplied by the percentage of the disclosing entity's assets used to secure the obligation. For example, if A owns 10 percent of a note secured by 60 percent of the provider's assets, A's interest in the provider's assets equates to 6 percent and must be reported. Conversely, if B owns 40 percent of a note secured by 10 percent of the provider's assets, B's interest in the provider's assets equates to 4 percent and need not be reported.

Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government. These regulations can be found at: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR

Washington Administrative Code (WAC) is the regulations of executive branch agencies issued by authority of statutes.

Like legislation and the Constitution, regulations are a source of primary law in Washington State. The WAC codifies the regulations and arranges them by subject or agency. These regulations can be found at: http://apps.leg.wa.gov/wac/default.aspx

Exhibit D Travel Policy

TRANSPORTATION:
Reasonable necessary parking and toll costs shall be approved with submitted receipts.

Only reasonable necessary taxi, Uber, Lyft or public transportation costs are to be approved.

The mode of transportation shall be by the most economical and safest mode available, and the route most direct or advantageous to the Counties.

The Contractor shall carpool to and from trainings that occur out of Benton and Franklin Counties when such option is available.

Unless less expensive fares are unavailable, the cost of coach class fare for a given mode of travel shall be utilized.

Rental cars are not allowed unless prior permission is granted from the Counties.

MEAL EXPENSES:
"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

No meal expenses within the "exclusion zone" for the contractor, including meals associated with community functions shall be approved unless a grant or contract approved by signature from the Board of County Commissioners is in place that includes language for the provision of meals or snacks.

A detailed dining receipt for each individual attending a training/conference is required for all approved meal expenses and must list at a minimum: the name of the establishment, date, itemized description of the meal and associated tax and tip(no more than 15%), along with the total amount expanded. No alcohol shall be allowed as an acceptable item on a receipt and will not be paid for by the county.

The approved rate for meal expenses shall be no more than the allowed rate accessible at http://ofm.wa.gov or provided by the Counties.

For meals included in a registration fare, airfare, lodging (e.g. continental breakfast) or other Counties' expense, the Contractor shall not be eligible for the per diem for that particular meal, whether or not the Contractor actually consumes the provided meal or not.

If only a summary receipt is provided, the Counties will reimburse no more than the following amounts per meal:

Breakfast:	$5.50
Lunch:	$7.00
Dinner	$10.50

If no receipt of any kind can be provided, there will not be any reimbursement for the meal.

On either "day travel" or first or last days of overnight travel outside of the exclusion zone, approved eligibility is based on the following times unless otherwise pre-approved by the County authorizing staff:

Breakfast: departure prior to 6:30 AM qualifies the traveler for breakfast
Lunch: during the traveler's lunch period
Dinner: arrival after 6:30 PM qualifies the traveler for dinner

Times listed outside the above section may be approved by the County authorizing staff if supported by a proper cost analysis. Such proper cost analysis should include the following factors:

Traveler's logistics
Distance to and from the event
Relevant medical conditions (if applicable)

LODGING:
In the event the Contractor does not make use of a reserved hotel room, or fails to appear for a conference, training, etc., the Contractor shall be responsible for all costs, except under documented exigent circumstances (e.g. severe illness, death in the family, hazardous weather conditions). The Counties shall be entitled to recoup such costs in any legal manner.

The maximum allowed lodging rate shall be in accordance with the reimbursement guidelines accessible at http://ofm.wa.gov or provided by the Counties.

If lodging at the hotel which is hosting the conference is above the per diem, you may submit a cost analysis for approval, showing the cost of staying at the conference location and the cost to stay somewhere else with travel costs included. Approval before the conference is required for reimbursement.

"Day Travel" shall mean travel to locations outside of the "exclusion zone" when the contractor does not stay in lodging away from their home for one or more nights.

"Exclusion Zone" shall mean the area inside the boundaries of Benton and Franklin Counties.

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/19/21 BC 11/02/21
Subject:	Signature on Personal Service Contract Amendment No. 4 with NCIC Inmate Communications
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

NCIC Inmate Communications continues to provide an inmate telecommunication system, telecommunications and maintenance services to the Detention Unit of the Benton-Franklin Counties Juvenile Justice Center. Detention Unit agrees to this Personal Service Contract Amendment No. 4. The purpose of this Amendment No. 4 is to revise Section 2 "Duration and Renewal of Contract" to extend the contract for an additional twelve (12) month period, from January 1, 2022 to December 31, 2022.

Fiscal Impact

There is no fiscal impact for either county. A 0% commission percentage on gross revenues is returned to the Counties in order to reduce communication barriers between youth and parents.

Recommendation

We recommend that the Board of County Commissioners of Benton County and the Board of Commissioners of Franklin County approve the Personal Service Contract Amendment No. 4 between the Benton-Franklin Counties Juvenile Justice Center and NCIC Inmate Communications as written.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF THE REQUEST FOR SIGNATURE FROM THE BOARDS OF BENTON AND FRANKLIN COUNTY COMMISSIONERS ON THE PERSONAL SERVICES CONTRACT AMENDMENT NO. 4 BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND NCIC INMATE COMMUNICATIONS, APPROVED BY BENTON COUNTY RES. NO 2017 057 AND FRANKLIN COUNTY RES. NO. 2017 12

WHEREAS, the Benton-Franklin Counties Juvenile Justice Center currently contracts with NCIC Inmate Communications for the inmate telecommunications system and services; and

WHEREAS, NCIC Inmate Communications continues to provide telephone services to the Benton-Franklin Counties Juvenile Justice Center, Detention Unit; and

WHEREAS, the purpose of this Personal Service Contract Amendment No. 4 is to revise Section 2 "Duration and Renewal of Contract" to extend the Contract for an additional twelve (12) month period, from January 1, 2022 to December 31, 2022; **NOW, THEREFORE**

BE IT RESOLVED, that the Chairs are authorized to sign the attached NCIC Inmate Communications Personal Services Contract Amendment No. 4 in which there is no financial obligation to the Benton-Franklin Counties Juvenile Justice Center, and a 0% commission percentage on gross revenues is returned to the Counties in order to reduce communication barriers between youth and parents; and

BE IT FURTHER RESOLVED, the term of the Personal Services Contract Amendment No. 4 shall commence on January 1, 2022 and shall expire on December 31, 2022.

DATED this ____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this ____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-NCIC, 1-BFJJC

R. Garcia

JUDGES
Hon. Cameron Mitchell
Hon. Alexander C. Ekstrom
Hon. Jacqueline J. Shea-Brown
Hon. Joseph M. Burrowes
Hon. Samuel P. Swanberg
Hon. David L. Petersen
Hon. Jacqueline I. Stam

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

DARRYL BANKS, Administrator
Juvenile Court Services

SUPERIOR COURT OF THE STATE OF WASHINGTON

5606 W CANAL PLACE, SUITE 106 • KENNEWICK, WASHINGTON 99336-1388
PHONE (509) 783-2151 • FAX (509) 736-2728

DARIN R. CAMPBELL
ARTHUR D. KLYM
DIANA N. RUFF
Court Commissioners

PERSONAL SERVICE CONTRACT AMENDMENT No. 4

NCIC INMATE COMMUNICATIONS

This Contract Amendment is made and entered into by and between Benton County, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 and Franklin County, a political subdivision, with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the Benton-Franklin Counties Juvenile Justice Center, a bi-county agency located at 5606 W. Canal Place Ste 106, Kennewick, WA 99336 (hereinafter collectively referred to as "Counties"), and NCIC Inmate Communications with its principal office at 607 E Whaley St, Longview, TX 75601 (hereinafter referred to as "Contractor").

In consideration of the mutual benefits and covenants contained herein and in the parties' contract, numbered as Benton County Resolution No. 2017 057 and executed on January 24, 2017, and Franklin County Resolution No. 2017 12 and executed on January 11, 2017 (the "Contract"), the parties agree to amend the Contract as follows:

1. In accordance with Section 2 of the Contract ("Duration and Renewal of Contract"), the parties agree to extend the Contract for an additional twelve (12) month period, from **January 1, 2022**, to **December 31, 2022**.

Except as expressly provided in this Contract Amendment No. 4, all other terms and conditions of the original Contract and subsequent written contract amendments thereto remain in full force and effect.

This Amendment shall be effective January 1, 2022 and shall expire December 31, 2022.

NCIC Inmate Communications	Benton Franklin Counties Juvenile Justice Center
Mark Edgecombe 9/29/21	Darryl Banks 9-30-21
Mark Edgecombe **Date** **West Coast Sales**	**Darryl Banks** **Date** **Juvenile Court Administrator**
BENTON COUNTY APPROVAL Approved as to Form: Stephen Hallstrom, Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: _____ Attest: Clerk of the Board: _____	**FRANKLIN COUNTY APPROVAL** Approved as to Form: 9/30/21 Jennifer Johnson, Civil Deputy Prosecuting Attorney Date By: _____ Name: _____ Title: _____ Date: Attest: Clerk of the Board: _____

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/19/21 BC 11/02/21
Subject:	Sign Interagency Agreement with AOC for BECCA Services via No. IAA22087
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Benton-Franklin Counties Juvenile Justice Center would like to enter into an Agreement with the State of Washington, Administrative Office of the Courts (AOC), to provide BECCA services, which include Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) within the Contractor's jurisdiction pursuant to Chapter 13.32A, Revised Code of Washington (RCW), for the state biennium, to-wit: July 1, 2021 through June 30, 2022. Benton-Franklin Counties Juvenile Justice Center has been receiving funding from AOC in support for BECCA program since 2003.

The term of the Interagency Agreement No. IAA22087 is July 1, 2021, through June 30, 2022. The Program Agreement is backdated to July 1, 2021, so that services are not interrupted, and the Juvenile Justice Center can maximize the use of available funds effective on July 1, 2021.

The delay in execution is a result of the Agreement not being received from AOC until October 5, 2021.

Fiscal Impact

This project is grant funded. The Program Agreement is based on expenditure reimbursement to the Benton-Franklin Counties Juvenile Justice Center. The maximum reimbursement amount is not to exceed $383,770.00.

Recommendation

I recommend that the Boards of County Commissioners authorize their Chairs to sign the Interagency Agreement No. IAA22087.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING THE INTERAGENCY AGREEMENT BETWEEN THE BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER AND THE STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

WHEREAS, Benton and Franklin Counties had an Interagency Agreement with the State of Washington Administrative Office of the Courts for Becca Bill Program and Services via Benton County Resolution numbered 2020 619 and Franklin County Resolution numbered 2020 178 which is Interagency Agreement No. IAA21413; and

WHEREAS, Darryl Banks, Administrator of the Juvenile Court, believes it is in the best interest of the Juvenile Justice Center that the Interagency Agreement No. IAA22087 between the State of Washington Administrative Office of the Courts, and the Benton-Franklin Counties Juvenile Justice Center be approved as presented for a term commencing July 1, 2021 and terminating on June 30, 2022; and

WHEREAS, the new Agreement was not received from the State of Washington Administrative Office of the Courts until October 5, 2021 and is backdated to July 1, 2021, so that services are not disrupted and so that the Juvenile Justice Center can maximize the use of available funds effective July 1, 2021; **NOW, THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County Washington and by the Board of Franklin County Commissioners, Franklin County Washington, the Boards concur with the Juvenile Administrator's recommendation and hereby approves the State of Washington Administrative Office of the Courts Interagency Agreement No. IAA22087. The program agreement is based on expenditure reimbursement in which the maximum amount is not to exceed $383,770.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Interagency Agreement No. IAA22087; and

BE IT FURTHER RESOLVED, the term of the attached Agreement commences July 1, 2021 and expires on June 30, 2022.

DATED this _____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners, Electronic (2): 1-AOC BECCA IAA22087, 1-Juvenile

R. Garcia

INTERAGENCY AGREEMENT IAA22087
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
BENTON/FRANKLIN COUNTY JUVENILE COURT
FOR
BECCA PROGRAMS AND SERVICES

THIS AGREEMENT is entered into by and between the Administrative Office of the Courts (AOC) and Benton/Franklin County Juvenile Court (Contractor).

PURPOSE

The purpose of this Agreement is to engage the services of the Contractor to administer Truancy, At Risk Youth and Child in Need of Services (Becca) programs and services within its jurisdiction and according to the intent of the Becca legislation chapter 13.32A RCW.

Funds received by the Contractor under this Agreement may only be used to supplement, not supplant, any other local, state or federal funds received by the Contractor.

STATEMENT OF WORK

The Contractor will administer Truancy, At Risk Youth (ARY) and Child in Need of Services (CHINS) programs within the Contractor's jurisdiction pursuant to chapter 13.32A, RCW.

The Contractor shall submit summary reports to AOC documenting Becca activities. These reports shall provide the number of petitions broken down as follows:

a. CHINS petitions;
b. ARY petitions; and,
c. Truancy petitions.

The Becca Bi-Annual Report to the Administrative Office of the Courts shall be **submitted electronically**. The required form for bi-annual reporting, which is incorporated in this agreement, is located on the Inside Courts website under Court Resources> Court Management and choose the "Becca Bi-Annual Report to AOC".

Reporting schedule:

Period	Report Due
07/01/21 - 12/31/21	01/31/22
01/01/22 - 06/30/22	07/31/22

Failure to submit a report by the due date may adversely affect state funding of the Becca program.

If you have questions, please contact the AOC Program Manager Sondra Hahn at Sondra.Hahn@courts.wa.gov or (360) 705-5276.

PERIOD OF PERFORMANCE

The execution of this Agreement shall constitute a ratification of an earlier verbal agreement between the parties that is now set forth in writing. Accordingly, the beginning date of performance under this Agreement is **July 1, 2021** regardless of the date of execution and it shall end on **June 30, 2022**, except for any remaining obligations of the Contractor as may exist.

COMPENSATION

a. Contractor shall be reimbursed a maximum of **$383,770** for costs incurred during the period of performance. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in writing, except as governed by the REVENUE SHARING section of this agreement.

b. Contractor shall receive payment for actual costs (within the amount identified) which are associated with the processing and case management of CHINS, ARY and Truancy referrals/petitions. Contractor shall use Exhibit A BECCA Cost Guidelines (attached and incorporated into this agreement) as a guide for determining what costs should be reimbursed.

c. Contractor shall not be reimbursed until properly-completed monthly A-19 invoice and Becca Monthly Detail Report (see Exhibit B attached and incorporated into this agreement) is received and approved by AOC.

d. If this agreement is terminated, Contractor shall only receive payment for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

e. Contractor shall submit invoices to AOC monthly.

f. Payment will be made by the AOC upon receipt of a properly-completed Washington State form A-19 and Becca Monthly Detail Report. Invoices are to be sent via email to AOC Financial Services at MSDFinancialServices@courts.wa.gov or to: AOC Financial Services, PO Box 41172, Olympia, WA 98504-1172. AOC will remit payment to the Contractor in a total amount not to exceed the value of this contract.

g. Payments will be considered timely if made by the AOC within 30 days of receipt of a properly prepared invoice by the AOC or receipt of satisfactory services, whichever is later.

h. Contractor shall maintain sufficient backup documentation of direct costs expenses under this Agreement.

i. Allocated administrative court costs must be applied at a rate that is set forth and supported by a documented internal administrative rate plan that has been approved by the designated authority at the Superior Court and is readily accessible for review by AOC or the State Auditor.

REVENUE SHARING

AOC, in its sole discretion and upon notice, may reallocate funding among county Becca programs. If it appears Contractor may not expend the maximum contract amount, AOC may reduce the maximum contract amount. AOC may increase the maximum contract amount if additional funds become available through this revenue sharing program.

OTHER PROVISIONS FOR SERVICES

a. **Background Check/Criminal History**
In accordance with Chapters 110-700 WAC, and 43.20A RCW, the Contractor is required to conduct background check/criminal history clearance for all employees, subcontractors and/or volunteers who may or will have regular access to any client/juvenile, prior to any access under this Agreement.

In addition, Contractor may be required to conduct background check/criminal history clearance for employees, subcontractors and/or volunteers who may or will have limited access to any client/juvenile, prior to any access under this Agreement.

The Contractor shall, based on the results from the criminal background check, determine whether each employee, volunteer, and subcontractor is suitable for access to clients/juveniles.

Contractor shall affirmatively acknowledge that it has met these requirements and submit that acknowledgement to AOC. Contractor shall also document the background check/criminal history clearance process it employs.

b. **Sexual Misconduct**
Contractor shall ensure that all employees, subcontractors and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the crimes set forth in Chapter 9A.44 RCW, "Sexual Offenses."

RECORDS MAINTENANCE
The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA
Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, video and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS
This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the

parties. This clause does not apply to the provisions of the REVENUE SHARING section in this Agreement.

TERMINATION

a. **Termination for Convenience**
Except as otherwise provided in this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other specifying the effective date thereof, at least five (5) calendar days prior to such date. If this contract is so terminated, the AOC shall be liable only for payment for work completed and accepted prior to the effective date of termination.

b. **Termination for Cause**
If either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other party.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

a. Applicable state and federal statutes and rules;
b. Statement of work; and
c. Any other provisions of the Agreement including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the AOC may terminate the Agreement under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions. AOC, at its discretion, may also elect to amend the Agreement to reflect a budget reduction

without terminating the contract as long as AOC gives notice of the budget reduction to the other party and the other party agrees to the amendment. The other party understands that refusing to agree to a budget reduction amendment will necessitate termination of this agreement.

COUNTERPARTS
Each party agrees that a facsimile (FAX) or scanned transmission of any original document shall have the same effect as the original. Any signature required on an original shall be completed and sent to the other party, as applicable, when a facsimile copy has been signed. The parties agree that signed facsimile or scanned copies of documents shall be given full effect as if an original.

CONTRACT MANAGEMENT
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement:

AOC Project Manager	Contractor Project Manager
Sondra Hahn Court Program Analyst PO Box 41170 Olympia, WA 98504-1170 sondra.hahn@courts.wa.gov (360) 705-5276	**Darryl Banks** Juvenile Court Administrator 5606 W Canal Pl, Ste 106 Kennewick, WA 99336-1300 darryl.banks@co.benton.wa.us 509-222-2316

ENTIRE AGREEMENT
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be considered to exist or to bind any of the parties to this Agreement unless otherwise stated in this Agreement.

AGREED:

THE ADMINISTRATIVE OFFICE OF THE COURTS

_____
Signature *Date*

Christopher Stanley
Name

Chief Financial and Management Officer
Title

BENTON/FRANKLIN COUNTY JUVENILE COURT

See attached signature page
Signature *Date*

Darryl Banks
Name

Juvenile Court Administrator
Title

NAMES AND TITLES OF AUTHORIZED OFFICER (PERSON WITH LEGAL AUTHORITY: COUNTY COMMISSIONERS' CHAIR OF THE BOARD, MAYOR, CITY/TOWN MANAGER, AGENCY DIRECTOR)

BENTON-FRANKLIN COUNTIES JUVENILE JUSTICE CENTER

Darryl Banks, Juvenile Court Administrator — Date: 10-5-2021

BENTON COUNTY APPROVAL

Approved as to Form:

Deputy Prosecuting Attorney — Date

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

FRANKLIN COUNTY APPROVAL

Approved as to Form:

Civil Deputy Prosecuting Attorney — Date: 10/5/21

By: _____

Name: _____

Title: Chair, Board of Commissioners

Date: _____

Attest:

Clerk of the Board: _____

EXHIBIT A
BECCA COST GUIDELINES

A. PURPOSE and SCOPE

This document establishes the allowable cost guidelines for Becca reimbursements. It also sets forth the required documentation needed to support a reimbursement request. This supporting documentation needs to be retained at the local level and should not be submitted to AOC.

B. GENERAL

Becca allowable costs are only those costs associated with "processing and case management of truancy, children in need of services, and at-risk youth referrals." See ESSB 5092 Section 115 (2)(a) and (b) (2021).

The guidelines below take into consideration the financial needs of courts for processing and case management of Becca referrals and allows for reimbursement for expenses related to such activities. These guidelines are consistent to the legislative restrictions and guidelines placed on Becca funding.

C. ROLES AND RESPONSIBILITIES

1. Court Project Manager

- Person designated by the court to manage the Becca contract according to its terms including report preparation, scope of work, and performance
- Submits invoices and other required documentation in an accurate and timely manner
- Keeps all supporting documentation for audit purposes for at least six years after contract expires

2. AOC Project Manager

- Acts as central contact with the court
- Approves invoices and submitted supporting documentation for Becca reimbursement
- Forwards cost and budget questions received from the courts to the AOC Comptroller
- Reviews all reports required under the Becca agreement

3. Management Services Director

- Resolves policy and procedural issues related to Becca funding

4. AOC Comptroller

- Determines Becca annual fund allocation based on monies received from the legislature; see Allocation Process section for allocation process details
- Responds to cost and budget questions
- Periodically audits Courts to ensure reimbursement requests are supported; see Audit Process section for audit procedures

5. Contract Manager

- Drafts, reviews, and approves Becca agreements
- Answers questions regarding compliance with the agreements
- Provides advice on interpretation of agreement

6. State Auditor

- Audits Courts and AOC for compliance with Becca

D. ALLOWABLE COSTS AND SUPPORTING DOCUMENTATION

1. Staff/FTE (salaries and benefits)

- Judicial Officer (i.e. judges, commissioners, and pro tems) - Time records and dockets regarding Becca processing and case management must be kept locally. A judicial officer computation rate will be supplied by AOC, and will be the same for all superior court judges or pro tems hearing Becca cases. The reimbursement for the judge or pro tem can only be for half the judge's hourly salary. If the judicial officer is a commissioner, reimbursement will be for a commissioner rate supplied by AOC or the actual cost, whichever is less.
- Other court staff (e.g. clerks, court project managers, Becca counselors or case managers, office staff) payroll record/time and attendance records related to the processing and case management of a Becca referral must be kept locally. If the employee is not assigned fulltime to Becca then compensation reimbursement must be proportioned to the amount of time the employee processes Becca referrals and must be documented by time and attendance records. NOTE: This does not mean that timesheets must be completed to track the time spent on Becca. Document the process for determining the amount of time the person(s) spend on Becca duties. For example, keep track of time for at least a week and then determine the percentage to be charged.
- An Administrative Rate is allowed but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to

determine the rate. Documentation must be on file locally and available to AOC and State Auditor. The vendor invoices must also be on file locally.

2. **Professional Services**

- General - Detailed vendor invoice to include detailed description of work performed, contract number, hours, and hourly rate or time and attendance cards must be kept locally. All work must be related to the filing, processing, case management, or direct services related to Becca cases and invoice must be approved by authorizing authority (i.e. court administrator or his or her delegate) before inclusion in reimbursement request. However, these documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Defense Attorney – Invoice must identify the specific Becca cases for which reimbursement is requested, hours worked, and the hourly or flat rate that was charged. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.
- Prosecutor - Invoice to include a breakdown of billable hours/rates working on filed Becca cases or invoice based on a per Becca petition cost to process along with rationale and explanation on how petition cost was determined. These documents do not need to accompany the invoice to AOC. They should be readily available for audit purposes.

3. **Goods**

- Supplies
    - Actual Costs - Supplies should be necessary for Becca case processing or management and may include consumable supplies. Vendor invoices should be kept locally for audit purposes.
    - Costs Allocated by Internal Administrative Rate - Supplies may be allocated, but an internal administrative rate must be documented and approved by the court administrator. This internal administrative rate must be documented with the formula used to determine the rate. Documentation must be on file and available to AOC and State Auditor. The vendor invoices must be on file locally.

4. **Equipment**

- Actual Costs - Reimbursement request does not need to include the vendor invoice if directly related to Becca; however, it must be kept locally and equipment is used solely for case processing or management. Any major purchase must be approved by AOC Project Manager prior to purchase. Major purchase is defined as purchase of an item where the cost is greater than $500 or where the service/maintenance period on the equipment is greater than one year and could exceed $500 in total

maintenance costs. Vehicle and other high cost items are not allowable purchases.

- The purchase of printers and laptops is allowable within the existing contract allocation as long as the equipment is only provided to perform Becca work.
- Costs Allocated by an Internal Administrative Rate – Equipment costs may be allocated, but reimbursement request must be documented by an internal administrative rate specific to the court and approved by the court administrator. The internal administrative rate documentation must be on file and available to AOC and State Auditor. The vendor invoice must also be on file.

5. Training

- Reimbursement for attending the annual Becca Conference is provided, not to exceed the published AOC travel and per diem rates.

6. Travel

- Travel/Expense Vouchers for travel to and from the annual Becca Conference and services specifically related to Becca case processing or management. Reimbursement is limited to the published AOC travel and per diem rates.

    - Supporting Documentation –All travel reimbursement requests must be kept locally for audit purposes.
    - All travel expenses must be within the travel costs permitted by the AOC at the time of travel.

7. Detention

- Verification of detention days ordered and days served. Rate for detention costs cannot be billed at a daily rate that is higher than that charged to other courts purchasing beds nor should they be higher than the "actual" daily detention costs. If billing occurs based on a daily rate, records of actual costs should be kept on file to substantiate daily rate. If a rate is used for billing, the rate calculation must be kept locally for audit purposes.

Becca Allocation Process

Each biennium, an appropriation is provided by the WA State Legislature to the AOC to offset the costs associated with the processing and case management of Becca referrals. The appropriations are provided from the State General Fund (SGF) as proviso, and are partitioned by fiscal year. In the 2021-2023 Biennium, the amounts provided were $7 million per fiscal year.

Allocation of the funding is based on caseload data from each county for CHINS, ARY, and Truancy filings. The CHINS and ARY filing data is available through the AOC online caseload reports. Truancy data is researched and uploaded by the AOC Comptroller.

The AOC Comptroller maintains an allocation spreadsheet (model) that utilizes this caseload data to create a percentage of total statewide filings for each county, based on a moving average of three-year filings of each case type.

After updated CHINS, ARY, and Truancy data is collected, the data is loaded into the model which in turn uses a formula to create the statewide percentages by county. The percentages are applied to the appropriation amount by fiscal year, thus producing the allocation amounts that are available to counties. The formula is developed according to provisions set forth in the 2021-2023 omnibus operating budget. Specifically the operating budget states, in part:

> *"The administrator for the courts, in conjunction with the juvenile court administrators, shall develop an equitable funding distribution formula. The formula must neither reward counties with higher than average per-petition/referral processing costs nor shall it penalize counties with lower than average per-petition/referral processing costs."*

Audit Process

The AOC Comptroller will periodically audit court Becca reimbursement requests to ensure requests are supported.

Each year, the AOC Comptroller will randomly select several courts/counties for audit. On-site audits are not required by the State Auditor's Office (SAO), but the AOC and AOC Comptroller reserve the right to schedule on-site audits if desired or required.

The AOC Comptroller (or designee) will review payroll records, invoices, travel vouchers, and any other records of expenses related to Becca reimbursement requests. The AOC Comptroller will ensure that expenses detailed on any of these (or other) reimbursement request documents are supported by required approval and signature of appropriate county staff, and that the expenses detailed are in support of Becca in that county.

Following this review, the AOC Comptroller (or designee) will contact the court if reimbursement request(s) do not meet the criteria and file the attached report in the AOC Becca audit file. See next page for sample report.

State of Washington
Administrative Office of the Courts

I, [*AOC Comptroller name*], have reviewed the Becca reimbursement documents and supporting documentation provided by [*county and county designee name*] for the time period Fiscal Year [*20XX*], and do hereby declare that:

☐ Documentation is in compliance with Becca cost reimbursement requirements.

☐ Documentation is **not** in compliance with Becca cost reimbursement requirements. The following corrective action must be taken:

Summary/detail of corrective action and completion provided here.

Signed

_____

AOC Comptroller/Designee Date

n:\programs & organizations\wajca\contracts\exhibit a becca cost guidelines 2021.docx

BECCA MONTHLY DETAIL REPORT

Exhibit B Report

Administrative Office of the Courts

(submit monthly with A-19 invoice)

COURT: _____ **MONTH/YEAR:** _____

STAFF/FTE
- Judicial officer salary & benefits
- Other court staff salary & benefits

Total $ -

PROFESSIONAL SERVICES
- General vendor services
- Defense attorney
- Other (specify)

Total $ -

GOODS
- Supplies
- Communication (Telephone/Postage)
- Other (Computer/Licenses)

Total $ -

EQUIPMENT
- Computer Set-Up
- Other (specify)

Total $ -

TRAINING
- Becca-specific

Total $ -

TRAVEL
- Mileage
- Per Diem

Total $ -

DETENTION
- Daily rate detention costs or actual costs

Total $ -

GRAND TOTAL $ -

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 10/19/21 BC 11/02/21
Subject:	Interpreter Services – Connections Consulting MA LLC
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Maria Knight of Connections Consulting MA LLC is a court certified Spanish Interpreter for Medical, Social and Court matters in the State of Washington. By law we are required to provide interpreting services to defendants and families during court proceedings. Maria Knight has been providing interpreter services for Benton-Franklin Counties Juvenile Justice Center since 2009.

Juvenile Court would like to enter into a formal agreement that would set forth a standard rate of compensation for the period of January 1, 2022 through December 31, 2023.

Fiscal Impact

Amount not to exceed $180,000.00 to be paid out of Juvenile Funds Dept. 171 and 173 budgets. No Supplemental required.

Recommendation

We recommend that the Board of Commissioners of Benton County and the Board of Commissioners of Franklin County sign the Personal Services Contract between Connections Consulting MA LLC and Benton-Franklin Counties Juvenile Justice Center for services.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AWARDING THE PERSONAL SERVICES CONTRACT BETWEEN THE JUVENILE JUSTICE CENTER AND CONNECTIONS CONSULTING MA LLC FOR INTERPRETER SERVICES

WHEREAS, per resolution 2021-233, "County need not advertise or follow a formal competitive bidding procedure for service contracts, but rather the County may instead evaluate and utilize the procedures it deems best under the individual circumstances in order to obtain services of the highest quality at the lowest cost"; and

WHEREAS, The Benton-Franklin Counties Juvenile Justice Center has a contract with Connections Consulting MA LLC for interpreter services for 2020-2021 via Benton County Resolution 2019 776 and Franklin County Resolution 2019 318; and

WHEREAS, the Juvenile Administrator recommends entering into a contract for 2022 and 2023; **NOW THEREFORE**

BE IT RESOLVED, by the Board of Benton County Commissioners, Benton County, Washington and by the Board of Franklin County Commissioners, Franklin County, Washington the boards concur with the Juvenile Administrator's recommendation and hereby award the Personal Services Contract to Connections Consulting MA LLC in an amount not to exceed $180,000.00; and

BE IT FURTHER RESOLVED, that the Chairs are authorized to sign the attached Personal Service Contract, and

BE IT FURTHER RESOLVED, the term of the attached contract commences on January 1, 2022 and expires on December 31, 2023.

DATED this _____ day of _____ 2021

BENTON COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

Clerk of the Board

DATED this _____ day of _____ 2021

FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chair of the Board

Chair Pro Tem

Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Connections Consulting, 1-Juvenile

R. Garcia

BENTON and FRANKLIN COUNTIES
PERSONAL SERVICES CONTRACT

TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between **BENTON COUNTY**, a political subdivision with its principal offices at 620 Market Street, Prosser, WA 99350 and **FRANKLIN COUNTY**, a political subdivision with its principal offices at 1016 North Fourth Avenue, Pasco, WA 99301, by and for the **Benton-Franklin Counties Juvenile Justice Center**, a bi-county agency located at 5606 West Canal Place, Suite 106, Kennewick, WA 99336 (hereinafter "COUNTIES"), and **Connections Consulting MA LLC**, a corporation organized under the laws of the State of Washington with its principal offices at **4116 Saint Paul Lane, Pasco, WA 99301** (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall begin on **January 1, 2022** and shall expire **December 31, 2023**. The CONTRACTOR shall complete all work by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

2. SERVICES PROVIDED

a. The CONTRACTOR shall provide English to Spanish and Spanish to English oral and written language interpreting services to respondents and families on a scheduled and on-call basis during court proceedings and for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center and other community-based locations as scheduled by the Benton-Franklin Counties Juvenile Justice Center staff.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTIES.

c. The CONTRACTOR shall perform the work specified in this Contract according to standard industry practice.

d. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed by the parties.

3. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract Representative. Each party may change its representative upon providing written notice to the other party. The parties' Contract Representatives are as follows:

a. For CONTRACTOR:

Name:	Maria Knight, Owner Connections Consulting MA LLC
Address:	4116 Saint Paul Lane Pasco, WA 99301
Phone:	(509) 947-2338
Email:	mknight@connections-consulting.com

b. For COUNTIES:

Name:	Darryl Banks, Administrator
Address:	5606 W. Canal Pl., Ste. 106 Kennewick, WA 99336
Phone:	(509)222-2316
Email:	Darryl.Banks@co.benton.wa.us

4. COMPENSATION

a. For the services performed under this Contract, the CONTRACTOR shall be paid as follows:

- The rate of $65.00 per hour for each hour of interpreting services provided for an individual and/or family during court proceedings or for Diversion, Becca, Community Supervision, Detention and Parent Pay matters at the Benton-Franklin Counties Juvenile Justice Center or other community-based locations as scheduled by Benton-Franklin Counties Juvenile Justice Center staff.

b. The maximum amount is not to exceed one hundred and eighty thousand dollars ($180,000.00).

c. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract.

d. The CONTRACTOR may, submit invoices to the COUNTIES not more than once per month during the progress of the work for partial payment of the work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTIES during the billing period. The COUNTIES shall pay the CONTRACTOR for services rendered in the month following the actual delivery of work and will remit payment within thirty (30) days from the date of receipt of the invoice.

e. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTIES.

f. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTIES, the COUNTIES may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

g. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

5. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTIES.

b. No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTIES.

6. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any and all claims, actions, suits, liabilities, losses, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused in whole or in part by any act or omission, negligent or otherwise, of the CONTRACTOR or its subcontractors, which arises in connection with the work performed under this Contract or is caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the COUNTIES. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the COUNTIES or its officers, officials, employees, or agents.

b. In any and all claims against the COUNTIES and its officers, officials, employees, and agents by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder. CONTRACTOR'S obligations under this Section 6 shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting, and defending all claims alleging loss from action, error, or omission, or breach of any common law, statutory, or other delegated duty

by the CONTRACTOR, or the CONTRACTOR'S employees, agents, or subcontractors.

7. INSURANCE

The CONTRACTOR shall obtain and maintain continuously the following insurance:

a. **Professional Liability Insurance**: Prior to the start of work under this Contract, the CONTRACTOR shall secure and maintain at its own expense Professional Liability Insurance appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than one million dollars ($1,000,000) each claim and in the aggregate. Such insurance must be provided by an insurance carrier with a Best's Rating of not less than A-VII.

The coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract. If the policy is claims made, the retroactive date shall be prior to or coincident with the effective date of this Contract. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of 36 months after the completion of work. The CONTRACTOR shall annually provide the COUNTIES with proof of all such insurance.

b. **Workers Compensation:** Contractor acknowledges and represents that Contractor currently does not have any employees and, therefore, does not maintain workers compensation insurance. To the extent Contractor hires any employees; however, Contractor shall comply with all State of Washington workers compensation statutes and regulations. Worker's compensation coverage shall be provided for all employees of Contractor and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract.

c. If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTIES incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTIES. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTIES by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTIES to CONTRACTOR for performance of this Contract.

d. **Commercial General Liability and Employers Liability Insurance**: Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury, and property damage that may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy must contain an endorsement naming the COUNTIES and its elected and appointed officials, employees, and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR'S commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTIES.

The CONTRACTOR must provide commercial general liability coverage that does not exclude activities to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section 6. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

e. **Automobile Liability**: The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any autos owned by the CONTRACTOR (Symbol 1), or if the CONTRACTOR has no owned autos, any hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations are by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

f. **Other Insurance Provisions**:

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTIES or its elected and appointed officers, officials, employees, or agents. CONTRACTOR'S liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the COUNTIES shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTIES as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTIES or its officers, officials, employees, or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this Contract, the COUNTIES shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. CONTRACTOR is required to maintain claims made professional liability insurance for a minimum of 36 months after the effective date of termination or completion of this Contract. All liability insurance required under this Contract, except for professional liability under Section 8(a), shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Contract are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

g. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington that have an A.M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Professional Liability, Auto Liability, and Workers' Compensation, shall specifically include the COUNTIES and its elected officials, employees, and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTIES. Any insurance or self-insurance maintained by the COUNTIES and its elected or appointed officials, employees, and agents shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, must be provided to the COUNTIES' Contract Representative referenced in Section 3.

3. All written notices under this Section 8 and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTIES' Contract Representative referenced in Section 3.

4. Benton County Risk Manager and Franklin County Risk Manager at the following addresses: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336; Franklin County Risk Manager, 1016 N. 4th Ave., Pasco, WA 99301.

8. TERMINATION

a. The COUNTIES may terminate this Contract in whole or in part whenever the COUNTIES determines in its sole discretion that such termination is in the best interests of the COUNTIES. The COUNTIES may terminate this Contract upon giving thirty (30) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTIES shall pay the CONTRACTOR for all

costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. The CONTRACTOR may terminate this Contract in whole or in part whenever the CONTRACTOR determines in its sole discretion that such termination is in the best interests of the CONTRACTOR. The CONTRACTOR may terminate this Contract upon giving thirty (30) days written notice by certified mail to the COUNTIES. In that event, the COUNTIES shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 4(d), Compensation. Nothing in this Section shall limit the rights of the COUNTIES pursuant to this Contract or by law.

c. In the event that funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTIES may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this subsection shall be effective upon the date specified in the written notice of termination sent by COUNTIES to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

d. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTIES, the COUNTIES may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTIES shall pay the CONTRACTOR only for the costs of services accepted by the COUNTIES, in accordance with the Compensation Section of this Contract. Upon such termination, the COUNTIES, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTIES in completing the work and all damage sustained by the COUNTIES by reason of the CONTRACTOR'S breach.

9. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the

COUNTIES.

b. The CONTRACTOR warrants that it has not paid, nor has it agreed to pay, any company, person, partnership, or firm, other than a bona fide employee working exclusively for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

11. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee, or servant of the COUNTIES. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 4 of this Contract, and neither the CONTRACTOR, nor its employees are entitled to any COUNTIES benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to COUNTIES employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be, deem to be, act, or purport to act as an employee, agent, or representative of the COUNTIES.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state, or local law that are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTIES' Contract Representative, or designee.

12. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

13. OTHER PROVISIONS

The Contractor shall comply with the following other provisions for all services provided under this Contract.

a. Background Check/Criminal History

1. Contractor shall authorize Counties to conduct a background check of the Contractor. The background check may include, but is not limited to, a review of records on file with the Washington State Patrol, the FBI National Criminal Information Computer (NCIC) and Interstate Identification Index (III), local law enforcement agencies, the Department of Licensing, courts of law, and other agencies, and also may, depending upon assignment of Contractor, involve fingerprinting.

2. In accordance with chapters 388-700 WAC, 72.05 RCW, and 43.20A RCW the Contractor shall be required to conduct background check/criminal history clearance for all employees, subcontractors, and/or volunteers who may or will have regular access to any client/juvenile.

3. In addition, the Contractor may also be required to conduct background check/criminal history clearance for employees, subcontractors, and/or volunteers, who may or will have limited access to any client/juvenile.

b. Sexual Misconduct

1. The Contractor shall ensure all employees, subcontractors, and/or volunteers are knowledgeable about the requirements of RCW 13.40.570 and of the new crimes included in RCW 9A.44, Sex Offenses.

2. The Contractor shall ensure that written notification must occur within seven (7) days of a conviction or plea of guilty to any offenses as defined in RCW 9.94A.030 and RCW 9A.44.130, any crime specified in Chapter 9A.44 RCW when the victim is a juvenile and any violent offense as defined in RCW 9.94A.030. Such notification will be directed to the Office of the Juvenile Court Administrator, Benton-Franklin Counties Juvenile Justice Center, 5606 W Canal PL STE 106, Kennewick WA 99336-1388.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTIES may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the COUNTIES upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR and its assignees, delegates, and subcontractors shall not discriminate against any person in the performance of any of their obligations hereunder on the basis of race, religion, color, national origin, sex, age, honorably discharged veteran or military status, sexual orientation, marital status, the presence of any sensory, mental, or physical disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, forms of electronic media, data, and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTIES. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The COUNTIES agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefrom to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTIES upon request and/or at the expiration of the Contract, using the word processing program and version specified by the COUNTIES.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify, and defend the COUNTIES and its officers, officials, employees, and agents from and against any claimed action, cause, or demand brought against the COUNTIES, where such action is based on the claim that information supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTIES of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTIES, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTIES at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTIES' Contract Representative or designee. All rulings, orders, instructions, and decisions of the COUNTIES' Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR and its employees, subcontractors, and subcontractors' employees shall maintain the confidentiality of all information provided by the COUNTIES or acquired by the COUNTIES in performance of this Contract, except upon the prior written consent of the COUNTIES or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTIES written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION, AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTIES, to the extent permitted by law, and the CONTRACTOR each bind themselves and their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of their agreement. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices provided under this Contract shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the mailing addresses set out in Section 3 of this Contract. Notice may also be given via e-mail to the Contract Representatives' e-mail addresses identified in Section 3 of this Contract, with the original notice to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or

immediately if personally served. For service by e-mail, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to: indemnification provisions (Sections 6 and 17); extended reporting period requirements for professional liability insurance (Section 7(a)); inspection and keeping of records and books (Section 14); litigation hold notice (Section 26); Public Records Act (Section 27); and confidentiality (Section 19).

26. LITIGATION HOLD NOTICE

In the event the COUNTIES learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section 14 of this Contract may be of evidentiary value, the COUNTIES may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTIES is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule required by Section 14 of this Contract.

27. PUBLIC RECORDS ACT

The CONTRACTOR hereby acknowledges that the COUNTIES is a governmental entity and as such is subject to the requirements of the Public Records Act, Chapter 42.56 RCW. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTIES may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR regards as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTIES that it regards as confidential or proprietary, CONTRACTOR agrees to conspicuously mark the records as such. The CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTIES' release of records covered under the Public Records Act. The COUNTIES agree to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act that will require disclosure of any records

marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section was intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives, and it is effective on **January 1, 2022.**

The parties specifically certify that the provisions contained within Section 8 are mutually negotiated.

Connections Consulting MA LLC	**Benton Franklin Counties Juvenile Justice Center**
10/6/2021	10-7-21
Maria Knight, **Owner** **Date**	**Darryl Banks** **Juvenile Court Administrator** **Date**
BENTON COUNTY APPROVAL	**FRANKLIN COUNTY APPROVAL**
Approved as to Form:	Approved as to Form:
Stephen Hallstrom, Deputy Prosecuting Attorney Date	10/6/21 Jennifer Johnson, Civil Deputy Prosecuting Attorney Date
By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____	By: _____ Name: _____ Title: Chair, Board of Commissioners Date: _____
Attest:	Attest:
Clerk of the Board: _____	Clerk of the Board: _____

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PROTECTIVE INSPECTION SERVICES FUND NUMBER 0149101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File

Prepared by: M. Johnson

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Protective Inspection Services | Fund Nbr: 0149101

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
524.200	1199	Permit Technician	$20,000	524.200	1332	Office Assistant III	$20,000
TOTAL			$20,000	TOTAL			$20,000

Explanation:

Transfer is needed to keep Office Assistant III line item from being over budget, due to earning out of class pay while filling in for Permit Technician who was on maternity leave.

Prepared by: Michelle Johnson | Date: 19-Oct-2021

Approved ☐ | Denied ☐ | Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021 **Memo Date:** October 21, 2021
Subject:	Preliminary Plat of Harvest Ridge - SUB 2021-001 Applicant: Geoff Clark
Presenter:	Michelle Cooke, Assistant Planning Manager
Prepared By:	Michelle Cooke
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☒ Pass Motion
☐ Public Hearing	☒ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The applicant has submitted a preliminary plat application (PCM 1.4) and map (PCM 1.5) to subdivide approximately 172.36 acres into 42 residential lots and one 122.30-acre tract. The preliminary plat is known as Harvest Ridge. The land is zoned Rural Lands One-Acre District. The average lot size in the development is approximately 1.05 acres and the lots are proposed to be served by new public roads, potable water from Badger Mountain Irrigation District, and individual septic systems. The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

On October 12, 2021, at the conclusion of the open record hearing, the Planning Commission voted (4-0, with 1 member absent) to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and twenty-two (22) conditions of approval. With the completion of the open record hearing, the Benton County Code requires the Board of County Commissioners conduct a closed record (appeal) hearing with reference to this preliminary plat.

The Benton County Commissioners set Tuesday, November 2, 2021 at 9:00 a.m. for the Board of County Commissioners to conduct a Closed Record Appeal Hearing with reference to this preliminary plat.

All the information that has been submitted to the Planning Commission is being submitted to the Board of County Commissioners for inclusion in the public record and will need to be considered by the Board of County Commissioners with reference to this matter.

Fiscal Impact - Maintenance of new County Roads

Amount: **Unknown**

Fund: **Unknown**

Recommendation

Planning Commission recommendation:

At the conclusion of the open record hearing, the Planning Commission voted 4-0, with 1 member absent to forward a positive recommendation to the Board of County Commissioners subject to seven (7) findings of fact and twenty-two (22) conditions of approval (Recommendation, Findings of Fact and Conditions).

Planning Department recommendation**:**

It is the Planning Department's recommendation that the Board of County Commissioners approve the preliminary plat as submitted, subject to the Planning Commission's Recommendation, Findings of Fact and Conditions.

Suggested Motion

I move that the Board of County Commissioners adopt the Planning Commission's Recommendation, Findings of Fact and Conditions as the Board's own and approve the preliminary plat of Harvest Ridge - SUB 2021-001 with the seven (7) findings of fact and twenty-two (22) conditions of approval as recommended by the Planning Commission.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON
IN THE MATTER OF COUNTY PLANNING REGARDING PRELIMINARY PLAT APPLICATION SUB 2021-001 – HARVEST RIDGE. APPLICANT: GEOFF CLARK, PARCEL NUMBER: 105884020000052.

WHEREAS, the Legal notification pursuant to the Benton County Subdivision Regulations, BCC 9.05.040, was given on Wednesday, July 28, 2021; and,

WHEREAS, public notice procedures, pursuant to RCW 58.17.080 and 58.17.090, were carried out including: Notice to affected jurisdictions, (June 23, 2021); publication of Notice of Application (June 30, 2021) and Legal Notice in the Prosser Record Bulletin (July 28, 2021); and,

WHEREAS, the Planning Commission held a public hearing on October 12, 2021 at 6:00 p.m., in person and via a WebEx virtual meeting format and all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the open record hearing; and,

WHEREAS, in an effort to continue to provide public access to the Planning Commission meetings the meetings are being provided with in-person, telephonic and video access to view and provide testimony during the meeting; and,

WHEREAS, the Planning Commission at the open record hearing held on October 12, 2021, considered the testimony submitted and voted to recommend approval with conditions of the Preliminary Plat of Harvest Ridge - SUB 2021-001; and,

WHEREAS, the Planning Commission entered its recommendation, written findings of fact, and conditions of approval concerning this matter, and forwarded the same to the Board of County Commissioners; and,

WHEREAS, the Board of County Commissioners did review the record and recommendation prepared by the Planning Commission and considered oral and written arguments based upon the record at a Closed Record Appeal Hearing on Tuesday, November 2, 2021; and,

WHEREAS, the Board of County Commissioners did adopt the Planning Commission's Finding of Fact and Conditions of Approval as their own (which are kept in File No. SUB 2021-001 in the Planning Division records); and,

WHEREAS, it further appears that the public interest will be served by the approval of the Preliminary Plat of Harvest Ridge - SUB 2021-001 as considered by the Board of County Commissioners; NOW THEREFORE,

BE IT RESOLVED that the Board of County Commissioners hereby adopts the Planning Commission's Findings of Fact and Conditions of Approval as their own regarding the Preliminary Plat of Harvest Ridge - SUB 2021-001 and hereby approves the preliminary plat.

Dated this 2nd day of November 2021.

_____
Chairman of the Board

_____
Member

_____
Member
Constituting the Board of County Commissioners of Benton County Washington.

Attest.....
Clerk of the Board

MC

RECOMMENDATION OF THE BENTON COUNTY PLANNING COMMISSION

RE: In the Matter of County Planning: relating to the preliminary plat of Harvest Ridge by Geoff Clark, dba Candy Mountain, LLC located in Section 5, Township 8 North, Range 28 East. W.M.

SUB 2021-001
RECOMMENDATION, FINDINGS OF FACT AND CONCLUSIONS

RECOMMENDATION

SUB 2021-001 A proposal by Geoff Clark, Candy Mountain, LLC for the preliminary plat of /Harvest Ridge , a subdivision of approximately 172.36 acres into 42 residential lots and one tract with an average lot size of 1.05 acres on parcel number 1-0588-402-0000-052 is hereby recommended to be **APPROVED WITH CONDITIONS**. This action is based upon the following findings pursuant to RCW 58.17.110.

RESOLUTION

WHEREAS, the legal notification for the open record public hearing was given pursuant to RCW 36.70.590 on July 28, 2021; and,

WHEREAS, the open record public hearing scheduled for August 10, 2021 at 6:00 p.m. was continued to September 14, 2021 to allow the applicant time to submit supplemental reports; and,

WHEREAS, the applicant had originally submitted a preliminary plat for 142 lots on 172.3 acres, on August 5, 2021 the applicant submitted a revised plat map for 42 residential lots and one tract; and,

WHEREAS, the continued public hearing scheduled for September 14, 2021 at 6 p.m. was continued until October 12, 2021 as the Planning Division determined that a modified MDNS was necessary to evaluate and change the conditions of approval to mitigate specific adverse environmental impacts; and

WHEREAS, the continued open record public hearing was held on October 12, 2021 at 6:00 p.m. and was conducted in-person and through an online, virtual meeting platform. Planning Commissioners and staff joined in-person and remotely in order to comply with Governor Inslee's Proclamation 20.28.8 as it relates to the Open Public Meeting Act during the COVID-19 State of Emergency; and,

WHEREAS, the Planning Commission was available to receive public testimony and answer questions in the public portion of the hearing with the public being able to provide

testimony either in writing, in-person or virtually; and,

WHEREAS, the following members attended the meeting; Lloyd Coughlin, Marjorie Kaspar, Brian Skeels and Martin Sheeran; and,

WHEREAS, all those who testified and those public hearing exhibits that were received into evidence are identified in the minutes for the hearing on October 12, 2021; and,

WHEREAS, the Planning Commission considered all testimony and, after questions to those giving testimony, closed the public hearing; and,

WHEREAS, the Planning Commission at the continued open record public hearing considered the evidence submitted and voted to recommend approval with the findings of fact as outlined in the staff memo dated October 1, 2021; and,

WHEREAS, the Planning Commission is entering its written findings of fact, conclusions and recommendations concerning this matter, and is forwarding the same to the Board of County Commissioners and,

FINDINGS OF FACT

1. The proposed subdivision (PCM 1.6, application and PCM 1.7, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 172.36-acre site is bordered on west by land zoned Rural Lands One Acre District, on the south by land zoned Urban Growth Area Residential, and on the north and east by Richland city limits.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in

conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;

v. The smallest lot size is 1.00 acre and the average lot size for this plat is 1.05 acres;

vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and

vii. The creation of 42 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.

b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:

i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.

c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;

i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. An MDNS with mitigation/conditions (PCM 1.15) was issued for the project on July 20, 2021 and a modified MDNS was issued on September 3, 2021 (PCM 1.16) under file number EA 2021-005.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25); and

b. Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 1.25).

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

   a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

   a. The creation of 42 residential lots and one large tract in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

   b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

   a. Appropriate provisions have been made for the public health and safety based on the following facts:

      i. The applicant has proposed that the preliminary plat be served by Badger Mountain Irrigation District for potable water, individual septic systems and irrigation water to be provided by Summit View Water Works;

      ii. The Benton Franklin Health District and Badger Mountain Irrigation District have reviewed the preliminary plat and have no objections provided water is provided by Badger Mountain Irrigation District and sanitary services are provided by individual septic systems; and

      iii. The Benton County Fire Marshal has required fire hydrants to be installed.

   b. Appropriate provisions have been made for open spaces based on the following facts:

      i. The proposed subdivision does not contain land to be designated for open space.

   c. Appropriate provisions have been made for drainage ways based on the following facts:

      i. PBS Engineering and Environmental Inc. prepared a preliminary stormwater drainage report for the applicants of Harvest Ridge dated April 27, 2021 (PCM 1.9). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development;

      ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25 and 1.18).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

   i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of new public roads; and

   ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to road and mitigation requirements (PCM 1.18 and PCM 1.25).

e. Appropriate provisions have been made for transit stops based on the following facts:

   i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

   i. The project is located in the Lower Yakima Watershed, WRIA 37;

   ii. Potable water is proposed to be served by Badger Mountain Irrigation District. BMID has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

   iii. The Benton Franklin Health District finds that plat generally meets their requirements for plats utilizing on-site sewage systems with a public water supply.

g. Adequate provisions have been made for sanitary waste based on the following facts:

   i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

   i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications; however, the development is located adjacent to the City of Richland and landowners will have access to city parks in the general area.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, the developer has provided sidewalk easements throughout the plat.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. Badger Mountain Irrigation (BMID) has reviewed the application and indicated that it has no objection to the 42 lots connecting to BMID potable water.

7. This plat is not within an irrigation district however, irrigation water is proposed to be served by Summit View Water Works and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

CONDITIONS OF APPROVAL

1. Applicant shall meet and comply with the requirements of the **Benton County Public Works Department**, including the following:

   a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

   b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

   c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

   d. The pavement return radius at all intersections shall be a minimum of 35 feet.

   e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. The 5' sidewalk easement shall be paved with HMA.

k. The sidewalk easement Harvest Ridge Loop shall be continuous (to include future Phasing/subdivision of Tract A).

l. Provide cross walks for the sidewalk at every road crossing.

m. Mitigate the pathway/sidewalk crossing over the County ditch.

n. Approval of final plat is contingent on the construction of the City Road A in the BMS-South Orchard subdivision, and access to E Reata Road.

o. Provide emergency vehicle turn arounds at the end of each new road.

Add the following notes to the face of the final plat:

p. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

q. Road approaches shall not be permitted directly across roadway tee intersections.

r. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.

s. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

t. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

u. All corner lots shall not have direct access to Harvest Ridge Loop, except lots 1and 42.

v. Property owners with sidewalk abutting their property shall be responsible for the maintenance of said sidewalk.

w. All lots within this subdivision are subject to a three thousand five hundred ($3,500) traffic mitigation fee. Such fee shall be due and payable prior to issuance of any Building Permit or Road Approach Permit.

x. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the **City of Richland**, including the following:

a. Given that the proposed preliminary plat is outside both the Richland city limits and also the Richland UGA, city utilities (domestic water, sanitary sewer) are not available for connection.

b. The "Future Road" adjacent to the eastern boundary of the preliminary plat is within the Richland city limits and does not yet exist. This off-site "Future Road" shall be constructed in conformance with either City Standard Detail ST15 (Rural Street) or City Standard Detail ST11 (Major Collector) prior to the final plat for the first phase of this project. At a minimum the project shall construct this street from its intersection with Reata Road to the northern of the two street access points for this project. This construction will require the developer to obtain a City Right of Way Construction Permit pursuant to Richland Municipal Code Chapter 12.08 and to fulfill all of the terms of the permit. This will also require that the developer dedicate the completed street and its right of way to the City prior to the final plat for the first phase of this project.

c. The two street intersections for this project onto the "Future Road" may require street widening and/or striping changes to facilitate the additional turning movements generated by this development. This issue will be resolved during the permitting process for the "Future Road" construction project.

d. A "No Access" easement shall be recorded along the east boundary of this project to enforce the fact that no driveways will be allowed from lots in this plat directly onto the "Future Road". In addition, a note will be shown on the face of the final plat(s) that create any lots that abut the off-site future road that states that the off-site "Future Road" is classified as a "Major Collector street". Subsequently, no driveways accessing any of the proposed single family lots will be allowed directly onto it.

e. Please contact Pete Rogalsky at the City of Richland for more information at 942-7500 for more information.

3. Applicant shall meet and comply with the requirements of the **Washington State Department of Transportation**, including the following:

   a. The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

   b. According to the ITE Trip Generation Manual (10th Edition), 42 single-family residential lots may generate up to 396 vehicle trips per weekday with 42 trips occurring during the PM peak hour. WSDOT anticipates the majority of future residents will utilize the I-82/Dallas Road (Exit 104) interchange, and, to a lesser extent, the I-82/Badger Road (Exit 109) interchange. These additional vehicle trips could have a significant impact on the above-mentioned interchanges; therefore, we recommend the county require the proponent to contribute towards the county's planned improvements at Exit 109 and the city of Richland's planned improvements at Exit 104 in proportion to their impacts.

   c. Please contact Jacob Prilucik at 509-225-0637 for more information.

4. Applicant shall meet and comply with the requirements of the **Benton Franklin Health District**. The BFHD has reviewed the subdivision proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems with a public water supply.

   a. This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at-a-later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

   b. Please contact Rebecca Warrington at 509-460-4335 for more information.

5. Applicant shall meet and comply with the requirements of the **Benton County Fire Marshal** including the following:

   a. Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

   b. Prior to final plat approval, the following shall be required:

      - Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed

by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.

- Water system plans shall be approved in writing by the Benton County Fire Marshal.
- The approved water system shall be installed prior to final plat approval or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
- Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

e. Fire hydrants shall meet the standards of Benton County Code 3.18.036.

f. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

g. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.

h. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.

i. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.

j. Purveyor requirements shall comply with Benton County Code 3.18.040.

k. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

6. Applicant shall meet and comply with the requirements of the **Department of Archeology and Historic Preservation**, including the following:

a. DAHP's statewide predictive model indicates that there is a moderate probability of encountering cultural resources within the proposed project area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be

conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

b. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

c. Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

d. Thank you for the opportunity to comment on this project. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

e. For more information, please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.

7. Applicant shall meet and comply with the requirements of the **Confederated Tribes of the Umatilla Indian Reservation**, including the following:

   a. The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) has reviewed the materials regarding the Harvest Ridge project. The proposed project area is in close proximity to three historic properties of religious and cultural significance, Piyuušmaamí uštáy ('hills of the snakes'), ˜usipamá ('for horses'), and Wišpúušya ('Beaver') to the CTUIR. Given that the project area is in close proximity to these traditional use areas and that the project will reach native soils, the likelihood of encountering cultural resources is high. Therefore, we recommend a cultural resource survey with subsurface testing.

   b. Please contact Ashley Morton at 541-276-3447 for more information.

8. Applicant shall meet and comply with the requirements of the **Yakama Nation**, including the following:

   a. The project is located within the traditional homelands of the Yakama band, signatory to the Yakama Treaty of 1855. The project is within proximity of Yakama Traditional Cultural Properties and therefore has a heightened potential to encounter archaeological resources. We recommend a cultural resources investigation of the project area. Please have the report sent to our office for review.

b. Please contact Corrine Camuso at 509-865-5121, ext. 4776 for more information.

9. Applicant shall meet and comply with the requirements of the **Department of Ecology**, including the following:

   a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

      The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

      In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

   b. More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/.

   c. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

10. Applicant shall meet and comply with the requirements of the **Badger Mountain Irrigation District** which will be providing potable water to the development.

   a. Badger Mountain Irrigation District will serve the Harvest Ridge Project located on Parcel# 105884020000001. The BMID has sufficient potable water supply to serve the proposed project. BMID currently serves 889 connections and is approved for 1376 connections.

   b. This parcel was approved as part of the retail service area in our 2010 Water System Plan. BM ID is currently in the process of renewing our WSP and if the project is started before that date construction plans will need to be approved by the state as well as BMID.

   c. All construction documentation and planning for the domestic water infrastructure will also need to be approved by the Department of Health.

   d. If you have any questions or need more information, please call BMID at 509-628-0777.

11. Applicant shall meet and comply with the requirements of **Summit View Water Works** which will be providing irrigation water to the development.

    a. Summit View Water Works, LLC has holds irrigation water right WDOE G4-30505.

    b. The annual quantity is for 810 acre-feet per year for irrigation of 270 acres from March 1 to October 31 each year.

    c. The place of use is Section 5, T 8N, R 28E W.M. lying North of Interstate 82.

    d. The instantaneous quantity shall not exceed 2160 gallons per minute, or 8 gallons per minute per acre.

    e. The quantities listed above are adequate to provide service for the plat of Harvest Ridge. Please call if you require additional information.

12. Applicant shall meet and comply with the requirements of the **Benton County Planning Division**, including the following:

    a. The applicant shall meet and comply with the SEPA Determination (EA 2021-005) for this application, including the modified MDNS with mitigation/conditions issued by the Planning Division on September 3, 2021 (PCM 1.16).

    b. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by PBS Engineering and Environmental Inc. dated April 27, 2021 (PCM 1.9).

    c. The existing access easement on Lot 62, recorded under Auditor File Number 2010-019085, shall be vacated prior to approval of the final plat.

    d. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch type fence shall be constructed along the following locations prior to final plat approval:

        - East parcel line of Lots 1 and 35-40, & 42 adjacent to future city of Richland ROW.
        - The fence shall be constructed in compliance with the City of Richland's road sightline standards for intersections.

    e. Please amend the reference to the adjacent interstate on the plat vicinity maps to read "I-82."

    f. Upon review of the proposed road names, Maize Street will need to be renamed. Please submit three proposed road names for each road section to be reviewed and approved by the County prior to final plat.

g. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

h. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

i. Please ensure there is a subdivision title block located in the bottom right-hand corner of the final plat map.

j. Please include the following signatures blocks on the final plat:

- Owner/Notary
- Chairman of the Benton County Board of County Commissioners
- Chairman of the Benton County Planning Commission
- Benton County Engineer
- City of Richland Public Works
- Benton PUD
- Benton-Franklin Health District
- Badger Mountain Irrigation District
- Summit View Water Works
- Benton County Treasurer
- Benton County Assessor

k. The following notes shall be placed on the final plat:

- "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".
- "Address numbers [noted in brackets] are subject to change until the exact location of access onto the subdivision is determined."
- "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."
- "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from Badger Mountain Irrigation District services."
- "This subdivision is not located within an irrigation district; however, irrigation water is provided by Summit View Water Works."

- "I-82 is an existing facility, and the approval of this subdivision proposes a more noise-sensitive land use. Future residents should be aware this is an area with existing traffic noise. It should also be expected for traffic noise to continue to grow into the future, and, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth."

13. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.
14. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.
15. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.
16. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:
17. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.
18. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.
19. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.
20. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.
21. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.
22. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any

of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

10/21/21

Martin Sheeran, Chairman DATE
BENTON COUNTY PLANNING COMMISSION

BCCM 1.4

The Audio Recording for the Planning Commission Meeting can be found on the County Website under Planning Commission Agendas/Minutes.

EXHIBIT LIST FOR SUB 2021-001/EA 2021-005
Preliminary Plat of Harvest Ridge

			DATED
Planning Commission Memo Exhibit List -October 12, 2021			
PCM 1 Includes:	PCM 1.1	Staff Report	October 1, 2021
	PCM 1.2	Site Map	June 22, 2021
	PCM 1.3	Notice of Public Hearing	July 21, 2021
	PCM 1.4	Staff Memo Continuing the Public Hearing	August 3, 2021
	PCM 1.5	Staff Memo Continuing the Public Hearing	Sept. 2, 2021
		APPLICATION SUBMITTAL	
	PCM 1.6	Subdivision Application	February 18, 2021
	PCM 1.7	Plat Map	February 18, 2021
	PCM 1.8	Traffic Impact Analysis	May 14, 2021
	PCM 1.9	Preliminary Stormwater Report	April 27, 2021
	PCM 1.10	Geo Tech Study	June 14, 2021
	PCM 1.11	Badger Mountain Irrigation Dist. Service Letter	May 24, 2021
	PCM 1.12	Summit View Water Works Service Letter	May 21, 2021
		SEPA INFORMATION	
	PCM 1.13	Environmental Checklist EA 2020-007	February 4, 2021
	PCM 1.14	Notice of Application	June 22, 2021
	PCM 1.15	Mitigated Determination of Non Significance	July 20, 2021
	PCM 1.16	Modified Mitigated Determination of Non Significance	September 3, 2021
		COMMENTS	
	PCM 1.17	Confederated Tribes of the Umatilla Indian Reservation	August 13, 2021
	PCM 1.18	City of Richland - Public Works Comments	August 25, 2021
	PCM 1.19	Benton County Fire Marshal	July 1, 2021
	PCM 1.20	Benton PUD Comments	July 26, 2021
	PCM 1.21	Dept. of Arch. & Historic Preservation	June 30, 2021
	PCM 1.22	Dept. of Transportation	July 7, 2021
	PCM 1.23	Dept. of Ecology	July 12, 2021
	PCM 1.24	Benton Franklin Health District	Aug. 4 & 26, 2021
	PCM 1.25	Benton County Public Works	August 11, 2021
	PCM 1.26	Benton County Assessor	June 23, 2021
	PCM 1.27	Yakama Nation	July 1, 2021
	PCM 1.28	Benton County GIS	Aug. 13, 2021
	PCM 1.29	Dept. of Transportation	August 23, 2021
	PCM 1.30	Badger Mountain Irrigation District	August 13, 2021
	PCM 1.31		
Board of County Commissioners Memo Exhibit List - November 2, 2021			
BCCM 1 Includes:	BCCM 1.1	Board of County Commissioners Agenda Action Sheet	
	BCCM 1.2	Resolution	
	BCCM 1.3	Planning Commission Findings of Fact	
	BCCM 1.4	Plannign Commission Audio Recording	

The Exhibit Numbers are found in the Top Right Hand Corner of each document.
PCM = Planning Commission Memo Exhibits
PCH = Planning Commission Hearing Exhibits
BCCM = County Commissioner Memo Exhibits

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.1

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	SUB 2021-001 Preliminary Plat of Harvest Ridge
MEMO DATE:	October 1, 2021
HEARING DATE:	October 12, 2021
APPLICANT/: OWNER	Geoff Clark dba Candy Mountain, LLC PO Box 1307 Gig Harbor, WA 98335
LOCATION:	The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.
PROPERTY SIZE:	Approximately 172.36 acres
AREA TO BE USED:	Approximately 43.99 acres
LAND USE:	Residential
COMP. PLAN:	Rural Transition
ZONING:	Rural Lands One Acre District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to seven (7) findings of fact and twenty-two (22) conditions of approval.

APPLICATION DESCRIPTION

The applicant originally submitted a preliminary plat application on February 18, 2021 however the application was placed on hold to give the applicant additional time to submit the necessary supplemental reports which were required. After the initial agency review had been completed, the applicant submitted a revised plat map on August 5, 2021 proposing to subdivide approximately 172.36 acres into 42 residential lots and one 122.30-acre tract. The Planning Division determined on September 3, 2021 that a modified MDNS was necessary to evaluate and change the conditions of approval to mitigate specific adverse environmental impacts. The hearing was then continued from the scheduled hearing date of September 14, 2021 to October 12, 2021.

The preliminary plat is known as Harvest Ridge. The land is zoned Rural Lands One-Acre District. The average lot size in the development is approximately 1.05 acres and the lots are proposed to be served by new public roads, potable water from Badger Mountain Irrigation District, and individual septic systems.

The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

PUBLIC NOTICE

1. A Notice of Application was published in the Prosser Record Bulletin on June 30, 2021 (PCM 1.14).
2. Planning Staff mailed out review packets to technical agencies on June 23, 2021.
3. A Notice of Public Hearing was published in the Prosser Record Bulletin on July 28, 2021 (PCM 1.3)
4. Property owners within 300 feet were mailed notice on July 22, 2021.
5. A SEPA Determination of Mitigated Non-Significance (MDNS) (PCM 1.15) was issued on July 20, 2021 and a modified MDNS (PCM 1.16) was issued on September 3, 2021.

APPLICABLE STANDARDS/ORDINANCES

1. Comprehensive Plan: Benton County Comprehensive Plan.
2. SEPA: BCC, Title 6, Chapter 6.35 Environmental Policy.
3. Subdivision Code: BCC, Title 9, Subdivision Regulations.
4. Zoning Code: BCC, Title 11, Zoning Regulations.
5. Critical Area Ord.: BCC, Title 15, Critical Areas- BCC 15.02 - 15.14.
6. RCW 58.17: Plats and Subdivisions.
7. Planning Commission/Open Record Hearing:

   Pursuant to BCC 9.05.070, an open record hearing on the proposed subdivision shall be held before the Planning Commission. The Planning Commission shall consider all relevant information, including but not limited to:

   a. The staff report by the Planning Division,
   b. Any written comments or concerns expressed by other reviewing agencies,
   c. Oral and written testimony from persons present at the hearing; and

   If the Planning Commission finds that additional information is needed, the Planning Commission may continue the hearing for up to thirty-five (35) days or such longer period as agreed to by the applicant and direct that the additional information be gathered.

AGENCY COMMENTS

1. Benton County Planning Division: See the suggested findings of fact and conditions of approval for the Planning Division's comments and requirements.
2. Benton County Public Works Department: See comments dated August 11, 2021 (PCM 1.25).
3. City of Richland Public Works Engineering Department: See comments dated August 25, 2021 (PCM 1.18).
4. Washington State Department of Transportation: See comments dated July 7, 2021 (PCM 1.22) and August 23, 2021 (PCM 1.29).

5. Benton County Fire Marshal: See comments dated July 1, 2021 (PCM 1.19).
6. Badger Mountain Irrigation District: See comments dated August 13, 2021 (PCM 1.30).
7. Summit View Water Works: See comments dated May 21, 2021 (PCM 1.12).
8. Benton Franklin Health District: See comments dated August 4 and Aug 26, 2021 (PCM 1.24).
9. Washington State Department of Archeology & Historic Preservation: See comments dated June 30, 2021 (PCM 1.21).
10. Confederated Tribes of the Umatilla: See comments dated August 13, 2021 (PCM 1.17).
11. Yakama Nation: See comments dated July 1, 2021 (PCM 1.27).
12. Washington State Department of Ecology: See comments dated July 12, 2021 (PCM 1.23).
13. Benton County GIS Department- See comments dated August 13, 2021. (PCM 1.28)

CRITERIA FOR FINDINGS OF FACT

1. Pursuant to BCC 9.05.080, Consideration of Preliminary Subdivision, the Benton County Planning Commission, after conducting an open record hearing and considering all information presented, shall forward a recommendation to the Board of County Commissioners regarding whether the preliminary plat be approved, approved with conditions, or denied as proposed. Prior to making any recommendation, the Planning Commission shall make the following written findings:
    a. That the proposed subdivision conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    b. That the County Engineer, or designee, has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;
    c. That the proposed subdivision meets the requirements of BCC 9.05;
    d. That the public interest will be served by the proposed division and dedication;
    e. That appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;
    f. That the Benton-Franklin Health District and Badger Mountain Irrigation District have reviewed the proposed subdivision for compliance with their rules and regulations and has not expressed objection to the proposed subdivision; and
    g. If any portion of the proposed subdivision is located within an irrigation district, that the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.
2. RCW 58.17.110 (1)(2)(3). Approval or disapproval of subdivision - factors to be considered- conditions of approval.

RECOMMENDATION

Benton County Planning staff will assist the Planning Commission with the determination of findings and conditions for the preliminary plat of Harvest Ridge - File Number SUB 2021-001.

The Benton County Planning Division recommends that the Planning Commission forward a recommendation of approval to the Benton County Board of Commissioners for the application SUB 2021-001, with the following suggested findings of fact, conditions of approval, and motion.

SUGGESTED FINDINGS OF FACT:

1. The proposed subdivision (PCM 1.6, application and PCM 1.7, preliminary plat map) conforms to the Benton County Comprehensive Plan, any applicable zoning requirements and other applicable land use controls;
    a. The proposed use is in conformance with the intent of the Comprehensive Plan based on the following facts:
        i. The 172.36-acre site is bordered on west by land zoned Rural Lands One Acre District, on the south by land zoned Urban Growth Area Residential, and on the north and east by Richland city limits.
        ii. The Benton County Comprehensive Plan designates this area as Rural Transition with a 1-acre minimum lot size. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District;
        iii. The GMA requires counties to include a rural element in their comprehensive plans to permit appropriate land uses that are compatible with the rural character of such lands and provide for a variety of rural densities. This element has been incorporated as a part of the land use element of the County's plan;
        iv. Rural Transition is designated in areas that are in close proximity to UGAs and have experienced steady growth in the last decade. The intent of the Rural Transition designation is to enable rural residential living in conjunction with providing a transition area between the rural and urban environments, and potentially suitable for future inclusion into UGAs. Maximum allowable density in this land use category is 1 DU/acre;
        v. The smallest lot size is 1.00 acre and the average lot size for this plat is 1.05 acres;
        vi. This development is consistent with the required minimum lot size and density standards contained in the Benton County Comprehensive Plan; and
        vii. The creation of 42 residential lots in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan.
    b. The proposed plat is consistent with the applicable zoning requirements of the Benton County Code, Title 11, based on the following facts:
        i. The property is zoned Rural Lands One Acre (RL-1). The preliminary plat complies with the minimum lot size and minimum average lot width required for the RL-1 Zoning District.
    c. The proposed subdivision does comply with the requirements of the Benton County Code, Title 9, Subdivision Regulations;
        i. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision - Preliminary Plat.

d. The proposed subdivision complies with the Benton County Critical Area Ordinance BCC Title 15.

i. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no critical areas were identified on the property.

ii. The proposed plat is not located in a special flood hazard area as identified on the Federal Emergency Management Agency Flood Insurance Rate Maps and BCC 3.26.

e. The requirements of the State Environmental Policy Act have been met based on the following:

i. The proposed subdivision has been reviewed under the requirements of BCC Title 6, Chapter 6.35 and the State Environmental Policy Act.

ii. An MDNS with mitigation/conditions (PCM 1.15) was issued for the project on July 20, 2021 and a modified MDNS was issued on September 3, 2021 (PCM 1.16) under file number EA 2021-005.

2. The County Engineer has provided a written representation that the proposed subdivision provides adequate means of access and conformance with the road and drainage requirements of Benton County;

a. Reference the Benton County Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25); and

b. Reference the Benton County Public Works Department comments as it relates to roads and mitigation requirements (PCM 1.25).

3. The proposed subdivision meets the requirements BCC 9 Subdivision Regulations;

a. The proposed subdivision complies with the purpose and preliminary plat requirements included in BCC 9.05 Subdivision- Preliminary Plat;

4. The public interest will be served by the proposed division and dedication;

a. The creation of 42 residential lots and one large tract in the RL-1 Zoning District furthers the implementation of the Benton County Comprehensive Plan; and

b. Benton County standards are to be complied with, including the construction and dedication of the new public roads.

5. Appropriate provisions are made for the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water, sanitary wastes, parks and recreation, playgrounds, schools, school grounds, and sidewalks;

a. Appropriate provisions have been made for the public health and safety based on the following facts:

i. The applicant has proposed that the preliminary plat be served by Badger Mountain Irrigation District for potable water, individual septic systems and irrigation water to be provided by Summit View Water Works;

ii. The Benton Franklin Health District and Badger Mountain Irrigation District have reviewed the preliminary plat and have no objections provided water is provided by Badger Mountain Irrigation District and sanitary services are provided by individual septic systems; and

iii. The Benton County Fire Marshal has required fire hydrants to be installed.

b. Appropriate provisions have been made for open spaces based on the following facts:

i. The proposed subdivision does not contain land to be designated for open space.

c. Appropriate provisions have been made for drainage ways based on the following facts:

i. PBS Engineering and Environmental Inc. prepared a preliminary stormwater drainage report for the applicants of Harvest Ridge dated April 27, 2021 (PCM 1.9). The report discusses the provisions made for both offsite and onsite stormwater as it relates to this property and the proposed development;

ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to stormwater and drainage easements (PCM 1.25 and 1.18).

d. Appropriate provisions have been made for streets or roads, alleys, and other public ways based on the following facts:

i. The public interest will be served by the proposed division and dedication as the Benton County Public Works Department road standards are to be complied with including the construction and dedication of new public roads; and

ii. Reference the Benton County and City of Richland Public Works Department comments as it relates to road and mitigation requirements (PCM 1.18 and PCM 1.25).

e. Appropriate provisions have been made for transit stops based on the following facts:

i. Ben Franklin Transit did not comment on transit service for the proposed development. The proposed plat and surrounding area are not served by public transit.

f. Adequate provisions have been made for potable water supplies based on the following facts:

i. The project is located in the Lower Yakima Watershed, WRIA 37;

ii. Potable water is proposed to be served by Badger Mountain Irrigation District. BMID has submitted comments stating that it has sufficient capacity within the water distribution system to provide these services; and

iii. The Benton Franklin Health District finds that plat generally meets their requirements for plats utilizing on-site sewage systems with a public water supply.

g. Adequate provisions have been made for sanitary waste based on the following facts:

i. The Benton Franklin Health District has no objections to individual septic systems which are proposed to serve the lots.

h. Adequate provisions have been made for parks, recreation, and playgrounds based on the following facts:

i. The proposed subdivision does not contain land to be designated for parks or recreation. The Benton County Code does not require park dedications; however, the development is located adjacent to the City of Richland and landowners will have access to city parks in the general area.

i. Appropriate provisions have been made for schools and school grounds and for sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school based on the following facts:

i. The proposed plat is within the Kennewick School District. The School District did not provide comments on this proposal as to whether there are adequate provisions to assure safe walking conditions for students who walk to and from school or waiting for school buses; however, the developer has provided sidewalk easements throughout the plat.

6. The applicable water/sanitary system agency has reviewed the proposed subdivision for compliance with its rules and regulations and has not expressed objection to the proposed subdivision; and

   a. Badger Mountain Irrigation has reviewed the application and indicated that it has no objection to the 42 lots connecting to BMID potable water.

7. This plat is not within an irrigation district however, irrigation water is proposed to be served by Summit View Water Works and the applicant has complied with RCW 58.17.310 as it now exists or is hereafter amended.

SUGGESTED CONDITIONS OF APPROVAL:

1. Applicant shall meet and comply with the requirements of the Benton County Public Works Department, including the following:

   a. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington.

   b. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer.

   c. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed.

   d. The pavement return radius at all intersections shall be a minimum of 35 feet.

   e. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

   f. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

   g. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans.

   h. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement.

i. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington.

j. The 5′ sidewalk easement shall be paved with HMA.

k. The sidewalk easement Harvest Ridge Loop shall be continuous (to include future Phasing/subdivision of Tract A).

l. Provide cross walks for the sidewalk at every road crossing.

m. Mitigate the pathway/sidewalk crossing over the County ditch.

n. Approval of final plat is contingent on the construction of the City Road A in the BMS-South Orchard subdivision, and access to E Reata Road.

o. Provide emergency vehicle turn arounds at the end of each new road.

Add the following notes to the face of the final plat:

p. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

q. Road approaches shall not be permitted directly across roadway tee intersections.

r. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access.

s. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way.

t. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations.

u. All corner lots shall not have direct access to Harvest Ridge Loop, except lots 1and 42.

v. Property owners with sidewalk abutting their property shall be responsible for the maintenance of said sidewalk.

w. All lots within this subdivision are subject to a three thousand five hundred ($3,500) traffic mitigation fee. Such fee shall be due and payable prior to issuance of any Building Permit or Road Approach Permit.

x. For more information, please contact Cristina Woods at 509-786-5611 or Cristina.Woods@co.benton.wa.us.

2. Applicant shall meet and comply with the requirements of the City of Richland, including the following:

a. Given that the proposed preliminary plat is outside both the Richland city limits and also the Richland UGA, city utilities (domestic water, sanitary sewer) are not available for connection.

b. The "Future Road" adjacent to the eastern boundary of the preliminary plat is within the Richland city limits and does not yet exist. This off-site "Future Road" shall be constructed

in conformance with either City Standard Detail ST15 (Rural Street) or City Standard Detail ST11 (Major Collector) prior to the final plat for the first phase of this project. At a minimum the project shall construct this street from its intersection with Reata Road to the northern of the two street access points for this project. This construction will require the developer to obtain a City Right of Way Construction Permit pursuant to Richland Municipal Code Chapter 12.08 and to fulfill all of the terms of the permit. This will also require that the developer dedicate the completed street and its right of way to the City prior to the final plat for the first phase of this project.

c. The two street intersections for this project onto the "Future Road" may require street widening and/or striping changes to facilitate the additional turning movements generated by this development. This issue will be resolved during the permitting process for the "Future Road" construction project.

d. A "No Access" easement shall be recorded along the east boundary of this project to enforce the fact that no driveways will be allowed from lots in this plat directly onto the "Future Road". In addition, a note will be shown on the face of the final plat(s) that create any lots that abut the off-site future road that states that the off-site "Future Road" is classified as a "Major Collector street". Subsequently, no driveways accessing any of the proposed single family lots will be allowed directly onto it.

e. Please contact Pete Rogalsky at the City of Richland for more information at 942-7500 for more information.

3. Applicant shall meet and comply with the requirements of the Washington State Department of Transportation, including the following:

a. The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

b. According to the ITE Trip Generation Manual (10th Edition), 42 single-family residential lots may generate up to 396 vehicle trips per weekday with 42 trips occurring during the PM peak hour. WSDOT anticipates the majority of future residents will utilize the I-82/Dallas Road (Exit 104) interchange, and, to a lesser extent, the I-82/Badger Road (Exit 109) interchange. These additional vehicle trips could have a significant impact on the above-mentioned interchanges; therefore, we recommend the county require the proponent to contribute towards the county's planned improvements at Exit 109 and the city of Richland's planned improvements at Exit 104 in proportion to their impacts.

c. Please contact Jacob Prilucik at 509-225-0637 for more information.

4. Applicant shall meet and comply with the requirements of the Benton Franklin Health District. The BFHD has reviewed the subdivision proposal and finds that it generally meets their requirements for plats utilizing on-site sewage systems with a public water supply.

a. This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at-a-later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

b. Please contact Rebecca Warrington at 509-460-4335 for more information.

5. Applicant shall meet and comply with the requirements of the Benton County Fire Marshal including the following:

   a. Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

   b. Prior to final plat approval, the following shall be required:

      i. Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.

      ii. Water system plans shall be approved in writing by the Benton County Fire Marshal.

      iii. The approved water system shall be installed prior to final plat approval or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.

      iv. Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

   c. When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

   d. Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

   e. Fire hydrants shall meet the standards of Benton County Code 3.18.036.

   f. Location of hydrants shall be determined by the Benton County Fire Marshal. The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

   g. Fire hydrant spacing shall meet the standards of Benton County Code 3.18.037.

   h. Fire hydrants maintenance shall comply with Benton County Code 3.18.038.

   i. Minimum fire flow requirements shall comply with Benton County Code 3.18.039.

   j. Purveyor requirements shall comply with Benton County Code 3.18.040.

   k. Please contact the Benton County Fire Marshal, Clark Posey, at (509) 735-3500 or Clark.Posey@co.benton.wa.us for more information.

6. Applicant shall meet and comply with the requirements of the Department of Archeology and Historic Preservation, including the following:

   a. DAHP's statewide predictive model indicates that there is a moderate probability of encountering cultural resources within the proposed project area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because

inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

b. We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

c. Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

d. Thank you for the opportunity to comment on this project. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

e. For more information, please contact Sydney Hanson, Transportation Archaeologist at (360) 586-3082 or Sydney.Hanson@dahp.wa.gov.

7. Applicant shall meet and comply with the requirements of the Confederated Tribes of the Umatilla Indian Reservation, including the following:

a. The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) has reviewed the materials regarding the Harvest Ridge project. The proposed project area is in close proximity to three historic properties of religious and cultural significance, Piyuušmaamí uštáy ('hills of the snakes'), ˜usipamá ('for horses'), and Wišpúušya ('Beaver') to the CTUIR. Given that the project area is in close proximity to these traditional use areas and that the project will reach native soils, the likelihood of encountering cultural resources is high. Therefore, we recommend a cultural resource survey with subsurface testing.

b. Please contact Ashley Morton at 541-276-3447 for more information.

8. Applicant shall meet and comply with the requirements of the Yakama Nation, including the following:

a. The project is located within the traditional homelands of the Yakama band, signatory to the Yakama Treaty of 1855. The project is within proximity of Yakama Traditional Cultural Properties and therefore has a heightened potential to encounter archaeological resources. We recommend a cultural resources investigation of the project area. Please have the report sent to our office for review.

b. Please contact Corrine Camuso at 509-865-5121, ext. 4776 for more information.

9. Applicant shall meet and comply with the requirements of the Department of Ecology, including the following:

a. If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit

requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

b. More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/.

c. Please submit an application or contact Lloyd Stevens Jr. at the Dept. of Ecology, 509-574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

10. Applicant shall meet and comply with the requirements of the Badger Mountain Irrigation District which will be providing potable water to the development.

a. Badger Mountain Irrigation District will serve the Harvest Ridge Project located on Parcel# 105884020000001. The BMID has sufficient potable water supply to serve the proposed project. BMID currently serves 889 connections and is approved for 1376 connections.

b. This parcel was approved as part of the retail service area in our 2010 Water System Plan. BM ID is currently in the process of renewing our WSP and if the project is started before that date construction plans will need to be approved by the state as well as BMID.

c. All construction documentation and planning for the domestic water infrastructure will also need to be approved by the Department of Health.

d. If you have any questions or need more information, please call BMID at 509-628-0777.

11. Applicant shall meet and comply with the requirements of Summit View Water Works which will be providing irrigation water to the development.

a. Summit View Water Works, LLC has holds irrigation water right WDOE G4-30505.

b. The annual quantity is for 810 acre-feet per year for irrigation of 270 acres from March 1 to October 31 each year.

c. The place of use is Section 5, T 8N, R 28E W.M. lying North of Interstate 82.

d. The instantaneous quantity shall not exceed 2160 gallons per minute, or 8 gallons per minute per acre.

e. The quantities listed above are adequate to provide service for the plat of Harvest Ridge. Please call if you require additional information.

12. Applicant shall meet and comply with the requirements of the Benton County Planning Division, including the following:

a. The applicant shall meet and comply with the SEPA Determination (EA 2021-005) for this application, including the modified MDNS with mitigation/conditions issued by the Planning Division on September 3, 2021 (PCM 1.16).

b. The applicant shall meet and comply with the recommended design and project compliance, stormwater system design, proposed erosion control plan and proposed maintenance plan identified in the Preliminary Storm Drainage Report prepared by PBS Engineering and Environmental Inc. dated April 27, 2021 (PCM 1.9).

c. The existing access easement on Lot 62, recorded under Auditor File Number 2010-019085, shall be vacated prior to approval of the final plat.

d. Per BCC 9.09.030(p) Development - Estate Fencing; double frontage lots are discouraged. To mitigate for this, an estate type fence or a 3-rail traditional ranch type fence shall be constructed along the following locations prior to final plat approval:

   i. East parcel line of Lots 1, 35-40, and 42 adjacent to future City of Richland ROW.

   ii. The fence shall be constructed in compliance with the City of Richland's road sightline standards for intersections.

e. Please amend the reference to the adjacent interstate on the plat vicinity maps to read "I-82."

f. Upon review of the proposed road names, Maize Street will need to be renamed. Please submit three proposed road names for each road section to be reviewed and approved by the County prior to final plat.

g. Show the location, name, right-of-way widths, and type of surfacing of all streets located within and adjacent to the land to be subdivided on the plat map.

h. Indicate any areas within the plat having a slope of fifteen (15) percent or greater.

i. Please ensure there is a subdivision title block located in the bottom right-hand corner of the final plat map.

j. Please include the following signatures blocks on the final plat:

   i. Owner/Notary

   ii. Chairman of the Benton County Board of County Commissioners

   iii. Chairman of the Benton County Planning Commission

   iv. Benton County Engineer

   v. City of Richland Public Works

   vi. Benton PUD

   vii. Benton-Franklin Health District

   viii. Badger Mountain Irrigation District

   ix. Summit View Water Works

   x. Benton County Treasurer

   xi. Benton County Assessor

k. The following notes shall be placed on the final plat:

   i. "During construction on each property, all construction debris shall be maintained on-site and properly disposed of. Dust control measures including an adequate water supply shall be provided".

ii. "Address numbers [noted in brackets] are subject to change until the exact location of access onto the subdivision is determined."

iii. "The utility easements shown hereon are hereby granted for the use, access and maintenance by the short-platted property's current utility provider. Said utility easements are for the use, access and maintenance of electric power, telephone, cable and any other defined utilities to and or through said tract."

iv. "Prior to the granting of a building or factory assembled (FAS) permit for each lot by the County, the applicant for a building or FAS permit must provide evidence of potable water from Badger Mountain Irrigation District services."

v. "This subdivision is not located within an irrigation district; however, irrigation water is provided by Summit View Water Works."

vi. "I-82 is an existing facility, and the approval of this subdivision proposes a more noise-sensitive land use. Future residents should be aware this is an area with existing traffic noise. It should also be expected for traffic noise to continue to grow into the future, and, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth."

13. Preliminary plat approval shall be effective for 5 (five) years from the date of Board of County Commissioner approval. Exceptions shall comply and approved subject to the provisions of BCC 9.05.110 (e) as currently existing or hereafter amended.

14. Any amendments to an approved preliminary plat must be completed in accordance with BCC 9.05.140 as currently existing or hereafter amended.

15. Prior to the final plat being reviewed for final approval, the requirements of the Benton County Planning Division, Benton County Fire Marshal, Benton County Engineer, Benton Franklin Health District, and other commenting agencies and conditions shall be met and complied with.

16. Final Plat applications shall be submitted to the Planning Division. An applicant shall submit a final plat application that follows BCC 9.07 - Final Plat standards and requirements, as currently existing or hereafter amended:

17. All lots in the final plat shall meet the design standards for final plat approval as specified in Benton County Code 9.09 - Design and Improvements, as currently existing or hereafter amended, and meet all of the zoning requirements as specified in Benton County Code, Title 11 - Zoning, as currently existing or hereafter amended.

18. The location and size of all irrigation and utility easements necessary for electric power, telephone service, water, sewer and cable TV are to be coordinated with the proper utilities and/or reviewing agencies and shown on the final plat. The developer will need to open the utility trenches, including road crossings, based on individual utility requirements and specifications.

19. Address numbers shall be coordinated with the Benton County GIS Department and placed on the final plat. Addresses [noted in brackets] are subject to change until the exact location of the dwelling and access onto the plat is determined.

20. The applicant shall coordinate with the Post Office regarding centralized box unit (CBU) locations for the development, if necessary.

21. All of the statements that are required to be on the notes of the plat shall be either: 1) recorded as a restrictive covenant on each applicable parcel with the County Auditor, or 2) described in

detail in the developer's covenants that are recorded and provided to each lot owner, prospective landowner, and the Planning Division at the time of final plat approval and recording.

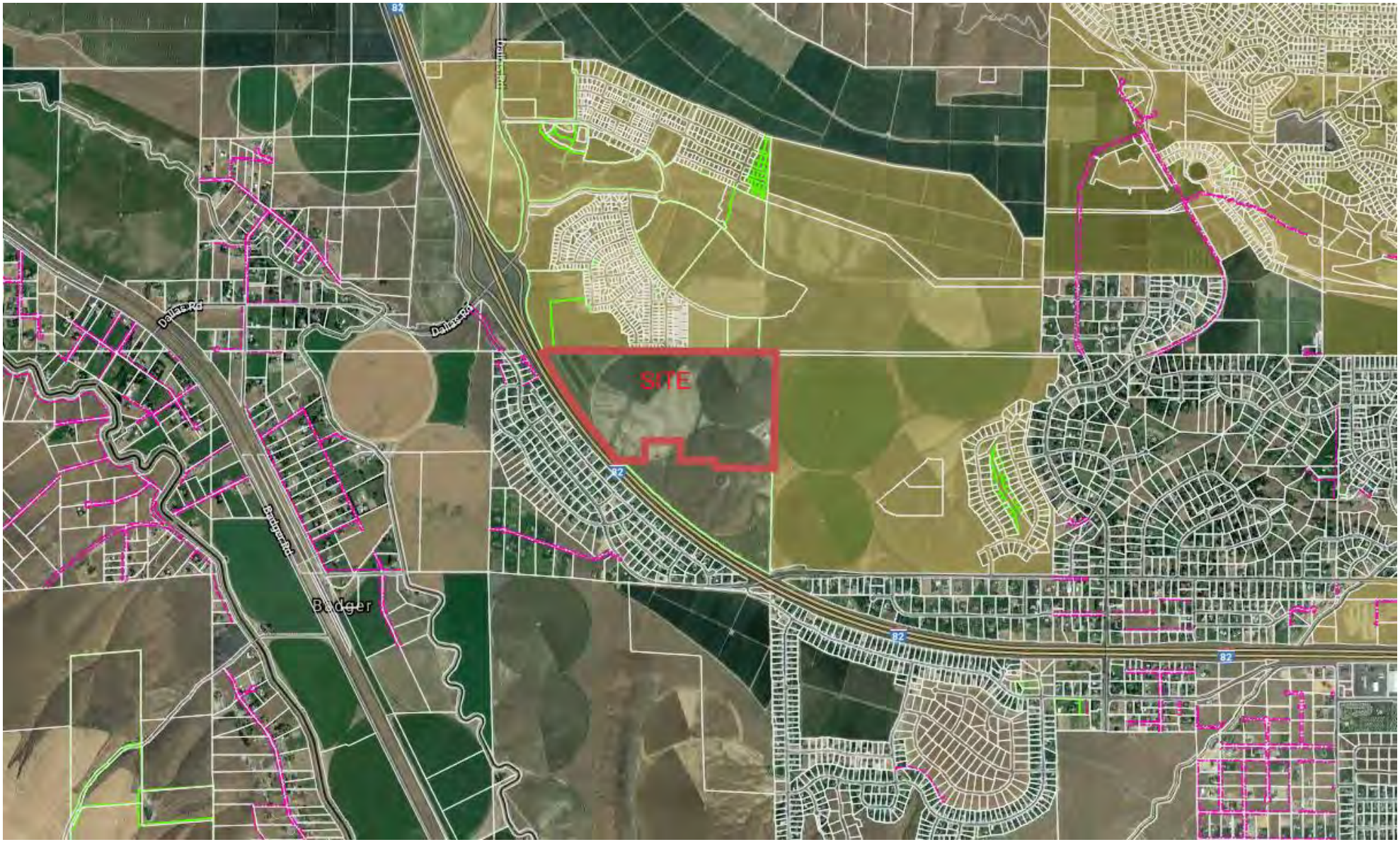
22. That the preliminary plat is modified in all necessary respects so that the final plat will reflect the requirements of approval. If the final plat will be in conflict with any of the conditions of approval as adopted by the Planning Commission as a result of the modifications, then the final plat must be reviewed by the Planning Commission at a public meeting for approval prior to sending the final plat to the Board of County Commissioners.

SUGGESTED MOTION:

The Planning Commission forwards a recommendation of approval to the Benton County Board of Commissioners for Application SUB 2021-001/EA 2021-005, subject to the seven (7) findings of fact and twenty-two (22) conditions of approval as stated in the staff memo (PCM 1.1) dated October 1, 2021, which includes the preliminary plat approval for 42 residential lots and one 122.30-acre tract and that the Chairman, in conjunction with the Secretary of the Planning Commission, prepare and adopt written findings and conclusions reflecting the commission's recommendation for approval that articulate and are consistent with the findings, conclusions and recommendations made by the Planning Commission tonight.

PCM 1.2

SUB 2021-001/EA 2021-005 Harvest Village
June 22, 2021



PCM 1.7

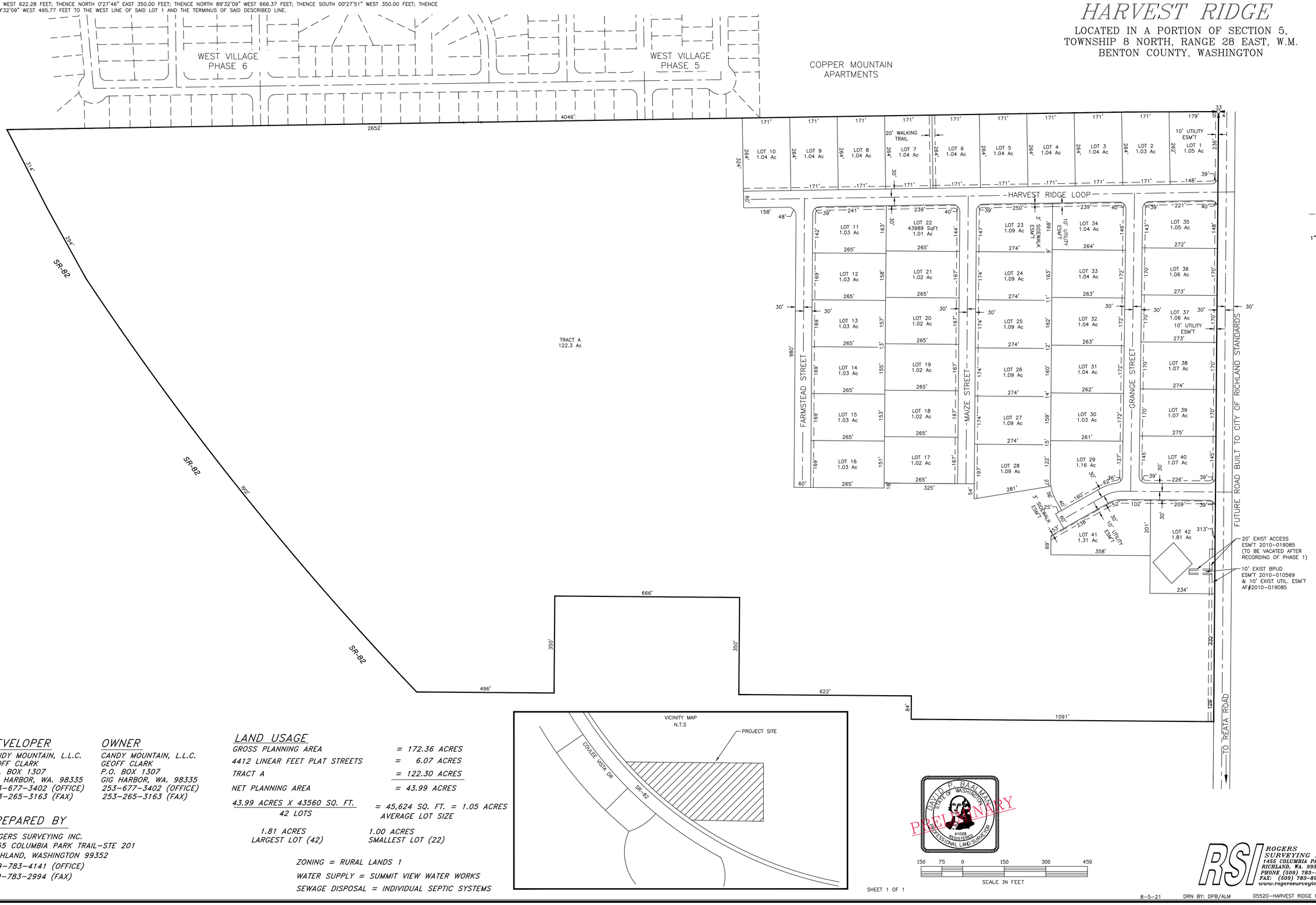
PRELIMINARY PLAT OF HARVEST RIDGE

LOCATED IN A PORTION OF SECTION 5,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

LEGAL DESCRIPTION

THAT PORTION OF LOT 1, PLAT OF THE RIDGE AT REATA WEST PHASE 1, ACCORDING TO THE SURVEY THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 2012-034163, RECORDS OF BENTON COUNTY, WASHINGTON, SITUATE IN SECTION 5, TOWNSHIP 8 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 (SAID POINT BEING THE NORTHEAST CORNER OF SAID SECTION 5); THENCE SOUTH 00°27'45" WEST 2200.66 FEET ALONG THE EAST LINE OF SAID LOT 1 TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°32'10" WEST 1090.85 FEET; THENCE NORTH 00°27'46" EAST 84.01 FEET; THENCE NORTH 89°32'09" WEST 622.28 FEET; THENCE NORTH 0°27'46" EAST 350.00 FEET; THENCE NORTH 89°32'09" WEST 666.37 FEET; THENCE SOUTH 00°27'51" WEST 350.00 FEET; THENCE NORTH 89°32'09" WEST 495.77 FEET TO THE WEST LINE OF SAID LOT 1 AND THE TERMINUS OF SAID DESCRIBED LINE.



1"= 150'

DEVELOPER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

OWNER

CANDY MOUNTAIN, L.L.C.
GEOFF CLARK
P.O. BOX 1307
GIG HARBOR, WA. 98335
253-677-3402 (OFFICE)
253-265-3163 (FAX)

PREPARED BY

ROGERS SURVEYING INC.
1455 COLUMBIA PARK TRAIL-STE 201
RICHLAND, WASHINGTON 99352
509-783-4141 (OFFICE)
509-783-2994 (FAX)

LAND USAGE

GROSS PLANNING AREA	= 172.36 ACRES
4412 LINEAR FEET PLAT STREETS	= 6.07 ACRES
TRACT A	= 122.30 ACRES
NET PLANNING AREA	= 43.99 ACRES

43.99 ACRES X 43560 SQ. FT. / 42 LOTS = 45,624 SQ. FT. = 1.05 ACRES AVERAGE LOT SIZE

1.81 ACRES LARGEST LOT (42)
1.00 ACRES SMALLEST LOT (22)

ZONING = RURAL LANDS 1
WATER SUPPLY = SUMMIT VIEW WATER WORKS
SEWAGE DISPOSAL = INDIVIDUAL SEPTIC SYSTEMS

DAVID P. BAALMAN
STATE OF WASHINGTON
41028
REGISTERED
PROFESSIONAL LAND SURVEYOR

PRELIMINARY

150 75 0 150 300 450
SCALE IN FEET

SHEET 1 OF 1

RSI ROGERS SURVEYING INC., P.S.
1455 COLUMBIA PARK TRAIL
RICHLAND, WA. 99352
PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

8-5-21 DRN BY: DPB/ALM 05520-HARVEST RIDGE NUMBER 1.DWG

PRELIMINARY PLAT OF HARVEST RIDGE

LOCATED IN A PORTION OF SECTION 5,
TOWNSHIP 8 NORTH, RANGE 28 EAST, W.M.
BENTON COUNTY, WASHINGTON

REATA ROAD ACCESS DETAIL

PRELIMINARY

DAVID P. BAALMAN
STATE OF WASHINGTON
21026
REGISTERED
PROFESSIONAL LAND SURVEYOR

RSI ROGERS SURVEYING INC., P.S.
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PHONE (509) 783-4141
FAX: (509) 783-8994
www.rogerssurveying.com

8-5-21 DRN BY: DPB/ALM 05520-HARVEST RIDGE NUMBER 1.DWG

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.3

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been proposed to the Planning Commission of Benton County, Washington, an application (File No. SUB 2021-001/EA 2021-005) by: Candy Mountain LLC for the Preliminary Plat of Harvest Ridge, a subdivision of 172.36 acres into 143 residential lots to be located on the following described property: A portion of Lot 1, Plat of the Ridge At Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, Willamette Meridian, Lying northerly of the following described line: Beginning at the northeast corner of said Lot 1 (said point being the northeast corner of said Section 5); Thence South 00°27'45" West 2200.66 Feet Along The East Line Of Said Lot 1 To The True Point Of Beginning; Thence North 89°32'10" West 1090.85 Feet; Thence North 00°27'46" East 84.01 Feet; Thence North 89°32'09" West 622.28 Feet; Thence North 00°27'46" East 350.00 Feet; Thence North 89°32'09" West 666.37 Feet; Thence South 00°27'51" West 350.00 Feet; Thence North 89°32'09" West 495.77 Feet To The West Line Of Said Lot 1 And The Terminus Of Said Described Line; lying North of I-82 and East of Dallas Road

NOTICE IS FURTHER GIVEN that said application will be considered by the Planning Commission of Benton County, Washington, at a in person and virtual public hearing on August 10, 2021 at the hour of 6:00 p.m. in the Planning Meeting Room, First Floor, Courthouse, Prosser, WA 99350. It is suggested that if you plan on attending the hearing that you call the Benton County Planning Division by 4 p.m. the afternoon of the hearing to confirm that the hearing will be conducted as scheduled.

NOTICE IS FURTHER GIVEN that said proposal has been reviewed under the requirements of the State Environmental Policy Act, as amended, along with the Environmental Checklist and other information. A determination has been made as to the environmental impacts of the proposal and a Determination of Non-Significance has been issued. Accordingly, an Environmental Impact Statement is not required. This determination was made on July 20, 2021. Any comments regarding the determination and the environmental impacts of the proposal can be made at the hearing before the Planning Commission at the time and place indicated above or be made in writing to the Planning Division by 5 p.m. on August 9, 2021.

Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

At this hearing, the Planning Commission may recommend approval, conditional approval or disapproval of the application to the Benton County Board of Commissioners. All

parties concerned may appear and present any support or objections for the application. Information concerning the application can be obtained at the Benton County Planning Division, P.O. Box 910, 620 Market St, Prosser, Washington 99350 or by calling 736-3086 (Tri-Cities) or 786-5612 (Prosser).

It is Benton County's policy that no qualified individual with a disability shall by reason of such disability be excluded from participation in public meetings. If you wish to use auxiliary aids or require assistance to comment at this public meeting, please contact the ADA Coordinator or the Benton County Planning Division at the above stated phone numbers and/or address no later than 48 hours prior to the date of the meeting. The Request for Reasonable Accommodation form is available online at www.co.benton.wa.us or from the Planning Department.

DATED at Prosser, Washington on this 21st day of July 2021.

Martin Sheeran, Chairman
BENTON COUNTY PLANNING COMMISSION

Michelle Cooke, Assistant Planning Manager
BENTON COUNTY PLANNING DIVISION

PUBLISH: July 28, 2021

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.4

STAFF REPORT TO THE BENTON COUNTY PLANNING COMMISSION

FILE NO:	SUB 2021-001 Preliminary Plat of Harvest Ridge
MEMO DATE:	September 2, 2021
HEARING DATE:	September 14, 2021
APPLICANT/: OWNER	Geoff Clark dba Candy Mountain, LLC PO Box 1307 Gig Harbor, WA 98335
LOCATION:	The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.
PROPERTY SIZE:	Approximately 172.36 acres
AREA TO BE USED:	Approximately 43.99 acres
LAND USE:	Residential
COMP. PLAN:	Rural Transition
ZONING:	Rural Lands One Acre District
SUGGESTED STAFF RECOMMENDATION:	Positive recommendation subject to seven (7) findings of fact and twenty-two (22) conditions of approval.

APPLICATION DESCRIPTION

The applicant originally submitted a preliminary plat application on February 18, 2021 however the application was placed on hold to give the applicant additional time to submit the necessary supplemental reports which were required. After the initial agency review had been completed, the applicant submitted a revised plat map on August 5, 2021 proposing to subdivide approximately 172.36 acres into 42 residential lots and one 122.30-acre tract. The preliminary plat is known as Harvest Ridge. The land is zoned Rural Lands One-Acre District.

On July 20, 2021 Benton County issued a Mitigated Determination of Non-Significance (MDNS) for this application. The Community Development Department-Planning Division has determined that a revised Mitigated Determination of Non-Significance is necessary for EA 2021-005 and Preliminary Plat SUB 2021-001. It has been determined that certain conditions

are necessary to mitigate specific adverse environmental impacts and that changes to the Condition of Approvals issued with the MDNS on July 20, 2021 are necessary. With the need to issue a revised MDNS, an associated 14-day comment period is required for the SEPA review process. Due to the required 14-day comment period for the Revised MDNS, there is now a need to continue the public hearing for the preliminary plat of Harvest Ridge. This is necessary due to State Statutes that require that SEPA determinations be made at least 15 days prior to the public hearing.

PLANNING DIVISION RECOMMENDATION

It is the Planning Division's recommendation that due to the 14-day comment period for the Revised MDNS and the requirement of a Threshold Determination being made 15 days prior to a public hearing on the matter, the public hearing for SUB 2021-001 Harvest Ridge be continued until the October 12, 2021 Planning Commission meeting.

SUGGESTED MOTION:

I move that the Public Hearing for the preliminary plat of Harvest Ridge - SUB 2021-001 be continued until the October 12, 2021 Planning Commission meeting at 6 p.m. in the Planning Meeting Room, 620 Market Street, First Floor, Courthouse, Prosser WA 99350 for the purpose of taking testimony and decision making on this application.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.5

Harvest Ridge Preliminary Plat
Application SUB 2021-001

DATE: August 3, 2021

TO: Benton County Planning Commission

FROM: Benton County Planning Division

RE: Preliminary Plat Application SUB 2021-001 – Harvest Ridge

LOCATION: The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

APPLICANT: Candy Mountain LLC, Geoff Clark

APPLICATION DESCRIPTION:
The applicant has submitted a preliminary plat application and map to subdivide approximately 172.36 acres into 143 residential lots. The preliminary plat is known as Harvest Ridge. The land is zoned Rural Lands One Acre District.

BACKGROUND:
The Benton County Planning Division conducted their review of the preliminary plat application for Harvest Ridge and set a public hearing date of August 10, 2021 with the Planning Commission.

On July 28, 2021, the Planning Division received comments from the Benton Franklin Health District reviewing and approving only Phase 1 of the proposed 3 phase preliminary plat. Planning Staff notified both the applicant and the Health District that review/approval of the entire proposed preliminary plat is required before bringing this application before the Planning Commission at a public hearing. In order to provide the applicant and the Health District additional time to address this issue, the Planning Division is recommending continuing the hearing to the Planning Commission's September 14th meeting.

PLANNING STAFF RECOMMENDATION:
Based on the comments received from the Health District and the need for further review by their office, Planning Staff recommends that the Planning Commission continue the public hearing on the preliminary plat of Harvest Ridge for public testimony and decision making to September 14, 2021 at 6 p.m., Planning Meeting Room, 1st Floor, Courthouse 620 Market Street, Prosser WA.

BENTON COUNTY PRELIMINARY PLAT APPLICATION

File No. SUB 2021-001

RECEIVED
FEB 18 2021
Benton Co...

Subdivision Name: Harvest Ridge

1. Applicant Name: Geoff Clark
   Applicant Address: PO Box 1307 Gig Harbor, WA 98335
   Telephone number: Home _____ Work 325-677-3402

2. If you wish to be contacted via email, please list your email address: _____
   thefourcs@comcast.net

3. Legal Owners Name: Candy Mountain LLC
   Legal Owners Address: _____
   Telephone number: Home _____ Work _____

4. Name and address of land surveyor David Baalman, PLS Rogers Surveying Inc
   _____
   Telephone 509-783-4141

5. Name and address of engineer _____
   _____
   Telephone _____

6. Parcel number and Legal description of property included in the preliminary plat:
   1-0588-1402-0000-001
   See face of prelminary plat for legal description

7. **Land Use Information:**
   a. Total area involved 172.36 AC
   b. Total number of lots 143
   c. Smallest lot area 1.00 AC
   d. Average lot area 1.05 AC

Plat Revised to 42 lots (average lots size of 1.05 acre) and 1 tract (122.3 acres) on August 5, 2021.

e. Acreage in parks 0

f. Length of public streets 13,175 lf 4412 lf

g. Total acreage of public streets 22.66 AC 6.07 ac

8. Proposed annexation plans None

9. Plat will be served by:

Water: Individual Wells _____ City Water _____

Name of City Provider _____

Private Water System X Name & Address of Private System _____

Summit View Water Works

Sewer: Septic Tank X City Sewer _____ Private System _____

Power: P.U.D. X R.E.A. _____

Telephone: Frontier Telephone X Sprint Telephone _____

Natural Gas: Yes _____ No X Name of Utility _____

Cable T.V. Yes X No _____ Name of Utility Charter

Irrigation: Yes X No _____ Name of Utility Summit View Water Works

Private Irrigation Lines: Yes X No _____

10. School District Kennewick

11. Fire District Benton

12. Any other comments or information that is significant _____

13. Will this plat be finalized in phases? Yes X No ___ If so, how many? 3

14. Comprehensive Plan Designation Rural transition

15. Zoning Designation RL-1

IF YOU HAVE ANY ADDITIONAL COMMENTS PLEASE ATTACH THEM ON A SEPARATE SHEET OF PAPER.

I also certify that the information given in this application is true and complete to the best of my knowledge.

Signature Block for individuals only.

Applicant's Signature	Print Name	Date
Signature of Legal Owners	Print Name	Date
Signature of Person with additional ownership interest	Print Name	Date

ALL persons with an ownership interest in the property on which the land use action is proposed must sign the application other than interests exclusively limited to ownership of the parcel's mineral rights.

If the applicant or owner is a corporation/partnership/LLC etc. please use the following signature block. Please copy this page if more than one corporation/partnership/LLC signature is required.

Applicant or legal owner: CANDY MOUNTAIN L.L.C.

By: GEOFFREY CLARK Managing Member
(print name) (Title)

Signature: Managing Member
(Signature) (Title)

The above signed officer of Candy Mountain LLC (name of entity) warrants and represents that all necessary legal and corporate actions have been duly undertaken to permit GEOFFREY T. CLARK to submit this application and that the above signed officer has been duly authorized and instructed to execute this application.

Any information submitted to the Benton County Planning Department is subject to public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

FEE: $1,000.00, plus $50.00 per lot submitted with the application. Checks are to be **made payable to the Benton County Treasurer. THIS FEE IS NON-REFUNDABLE. THE RECORDING FEE IS TO BE PAID AT THE TIME OF RECORDING.**

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____.

Application approved for processing by _____ on _____

Zoning _____Comp Plan Designation_____

PCM 1.8

Badger Mountain South

Richland, WA

Transportation Impact Analysis

May 14, 2021

Prepared for:

Nor Am Investment, LLC
4405 71st Avenue Court NW
Gig Harbor, WA 98335

Prepared by:

TENW

Transportation Engineering NorthWest

11400 SE 8th Street, Suite 200
Bellevue, WA 98004
(425) 889-6747

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INTRODUCTION

This transportation impact analysis (TIA) has been prepared for the Badger Mountain South development located on the north side of I-182 and east of Dallas Road in Richland, WA.

Project Description

Badger Mountain South (BMS) is a large mixed-use, multi-phased development on approximately 1,500 acres located in the Badger Mountain Subarea of Richland, WA. The BMS site is located north of I-182 and east of Dallas Road and is generally divided into six neighborhoods (BMS Station, West Village, West Vineyard, East Garden, East Market and South Orchard) as shown in the **Figure 1** vicinity map. As of November 2020, Phase 1 (approximately 700 dwelling units and 22,000 square feet of commercial use) had been constructed. Full project buildout is expected to be complete by 2040 and is anticipated to include a total of approximately 4,600 residential dwelling units (both single family and multifamily) and approximately 1,017,000 square feet of commercial development.

Vehicular access to/from the BMS site is currently provided via Dallas Road only. However, under full buildout of the development in 2040, vehicular access to the BMS site will be provided from Dallas Road, Reata Road, and via the future planned extension of Gage Blvd to/from the east. A preliminary site plan illustrating the anticipated buildout of the BMS site over the next 20 years is shown in **Figure 2**.

History and Purpose

Transportation impacts associated with the development of Badger Mountain South were evaluated in the 2010 Badger Mountain South Final Supplemental EIS (FSEIS). The subsequent Badger Mountain South Subarea Plan and approved Master Agreement (2015) were based on the FSEIS analysis. Exhibit B of the 2015 Master Agreement (conditions of approval) outlines several traffic mitigation measures to be completed with the first 1,000 PM peak hour trips generated by Badger Mountain South (referred to as Phase 1). Exhibit B of the Master Agreement also documents the need for a TIA to be provided to the City for every 500 trips generated after the BMS Phase 1 threshold has been reached in order to identify potential off-site improvements beyond Phase 1 of BMS.

This Traffic Impact Analysis (TIA) was prepared to meet the requirement of the Master Agreement condition of approval for evaluation of traffic impacts beyond the development of BMS Phase 1. The analysis included in this TIA is intended to evaluate traffic impacts of an additional 500 PM peak hour project trips as well as full buildout of the BMS development and to develop a mitigation strategy to address future roadway and intersection deficiencies as a result of buildout of BMS and growth in background traffic to the year 2040.

Project Approach and Study Scope

The detailed scope of work for this TIA was established through correspondence with the City of Richland. A total of 24 off-site study intersections and 12 on-site study intersections were identified for evaluation during both the AM and PM peak hours. Additionally, the City asked for evaluation of four future development years (2025, 2030, 2035 and 2040) in order to assist with identifying the future development phases of BMS for which transportation mitigation will be needed.

The scope of work for this TIA is significantly different and more extensive than the traffic analysis included in FSEIS which analyzed a total of 11 off-site study intersections and 4 on-site study intersections for the PM peak hour only.

To analyze the transportation impacts from buildout of the Badger Mountain South development, the following tasks were undertaken:

- Assessed existing conditians through field reconnaissance and reviewed existing planning documents.
- Described existing roads, pedestrian facilities, and transit facilities in the project vicinity.
- Documented existing (2021) traffic valumes and intersection level of service (LOS) at 22 off-site study intersections during the weekday AM and PM peak hours:
- Documented planned roadway improvements in the project vicinity.
- Developed weekday daily, AM peak hour, and PM peak hour trip generation estimates for faur future development years (2025, 2030, 2035, and 2040).
- Summarized traffic madeling information obtained fram BFCG to determine the praject trip distribution.
- Documented trip distribution and assignment of AM and PM peak hour project trips.
- Documented AM and PM peak hour traffic forecasts and assumptions for year 2040 conditions with full buildout of Bader Mountain South.
- Analyzed weekday AM and PM peak hour LOS for future year 2040 conditions with full project buildout at 24 off-site study intersections.
- Analyzed weekdoy AM and PM peak hour LOS for future year 2040 full buildout conditians at 12 on-site intersections and identified preliminary traffic control and channelization.
- Dacumented preliminary roadway functional classifications for internal roadways.
- Evaluated and documented potential mitigation measures at off-site intersections forecast to operate at LOS E or LOS F in 2040.

Primary Data and Information Sources

- Institute of Transportation Engineers (ITE) *Trip Generation Manual,* 10th edition, 2017.
- Peak Hour traffic counts by IDAX, November 2020.
- Peak Hour traffic counts by City of Richland, Morch 2021.
- *Highway Capacity Manual (HCM), 6th Edition,* TRB.
- City of Richland *2021-2026 Six Year Transportation Improvement Program (TIP).*
- City of West Richland *2021-2026 Six Year Transportation Improvement Program (TIP).*
- *Benton Franklin Council of Governments 2021-2024 Transportation Improvement Program (TIP)*
- WSDOT *2021-2024 Statewide Transportation Improvement Program (STIP).*

- City of Richland *Comprehensive Plan*, 2017.
- Badger Mountain South Sub Area Plan, 2010.
- Badger Mountain South Finol Supplementol EIS, 2010.
- Benton Franklin Council of Governments troffic modeling.
- Ben Fronklin Transit webpage, www.bft.org, May 2021.

Report Organization

This TIA report is organized to first describe Existing Conditions in the study orea of the BMS development, which includes AM and PM peak hour traffic volumes and intersection operations. Then future year conditions are described in year 2040 to reflect full buildout of the BMS development and growth in background traffic. Evoluation of existing and future conditions uses intersection level of service (LOS) to identify locations where future improvements will be necessory to maintain occeptable LOS operotions by 2040. Finally, a Mitigation section provides a description of transportation roadway and intersection improvements needed to accommodate buildout of BMS while accounting for growth in background traffic. The mitigation section is intended to provide a list of improvements to be used to monitor and identify road and intersection improvements as buildout of BMS occurs over the next 20 years.

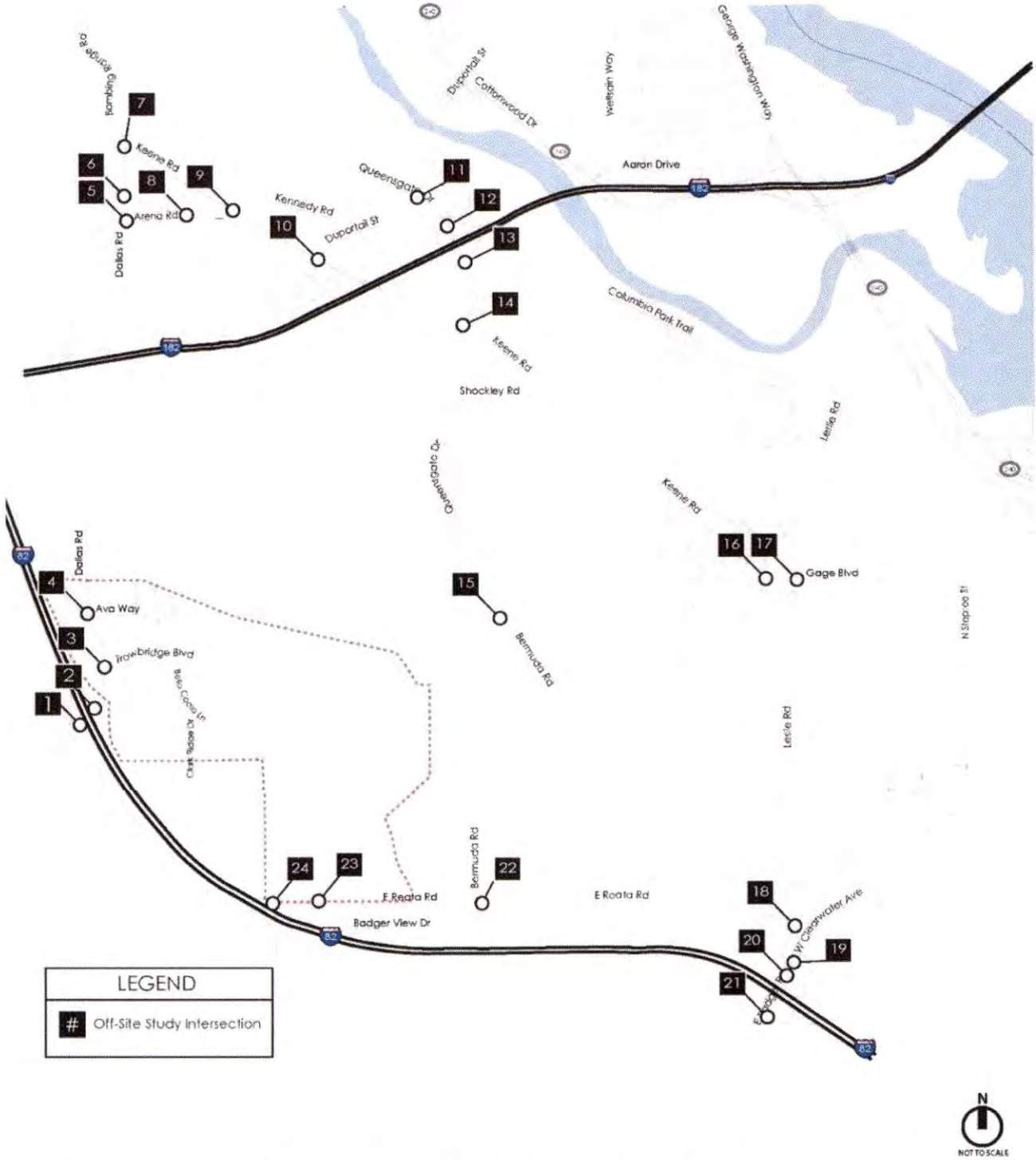


Figure 1: Project Site Vicinity and Off-Site Study Intersections

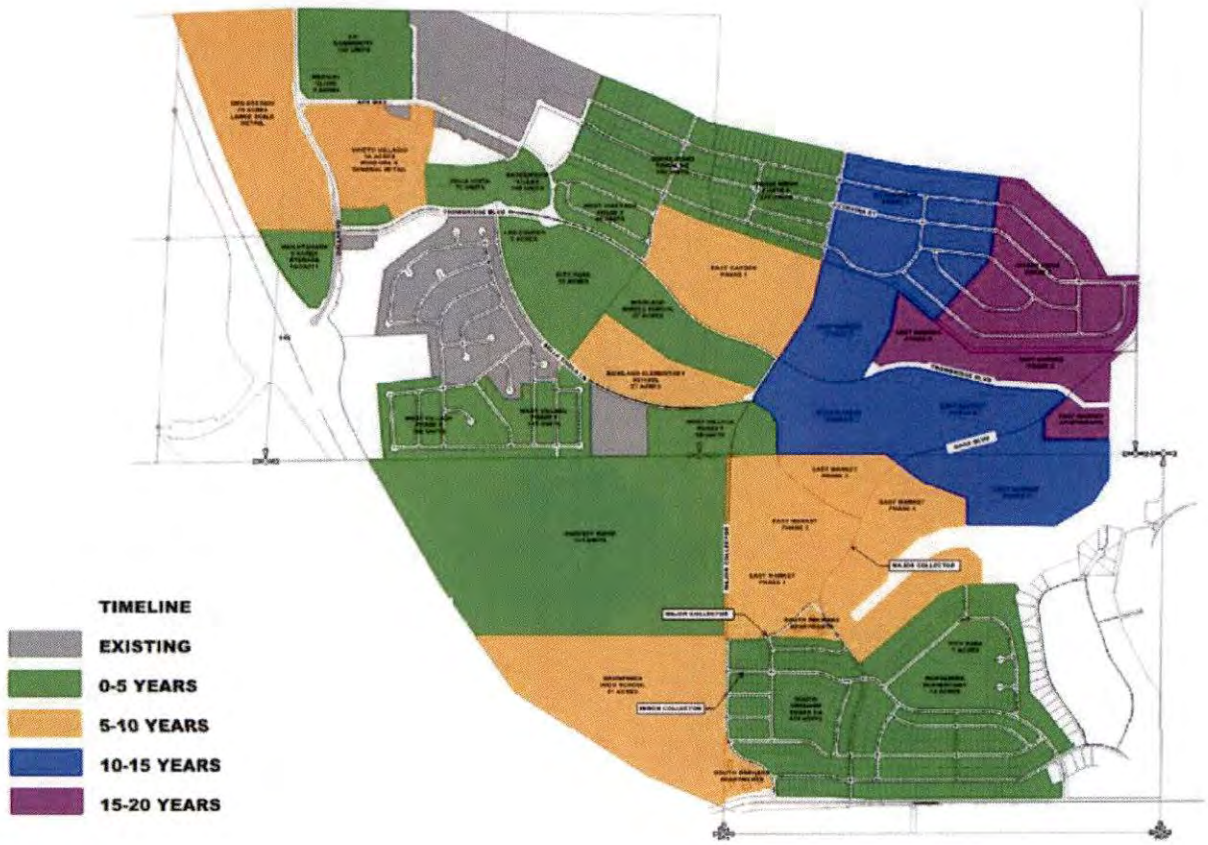


Figure 2: Preliminary Site Plan for Full Buildout of BMS

EXISTING CONDITIONS

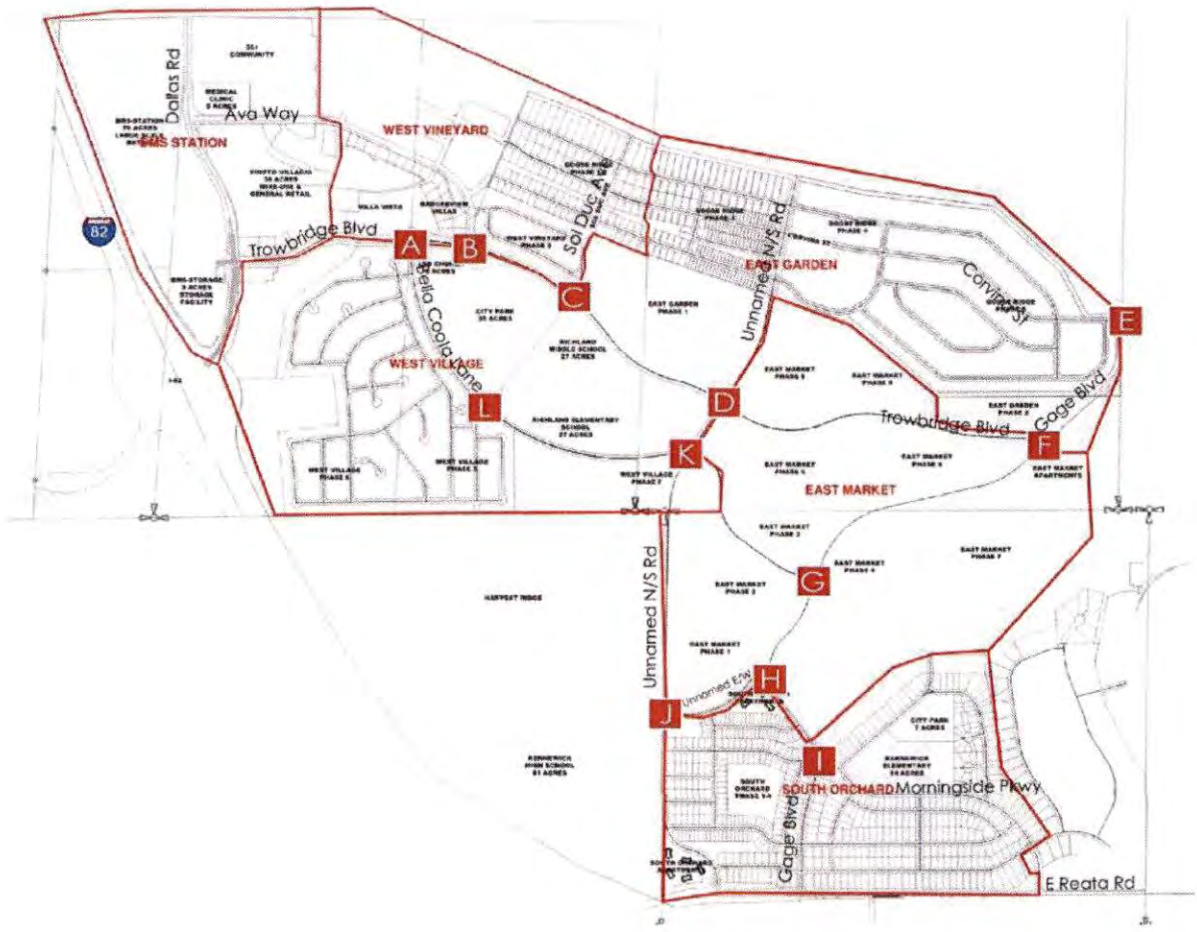
Study Area

The existing transportation study area and roadway network providing access to the Badger Mountain South site is shown on **Figure 1**. The off-site study intersections evaluated in this transportation analysis were identified and agreed upon by the City of Richland. The 24 off-site study intersections and their corresponding jurisdiction are as follows (see also **Figure 1**):

1. Dallas Road / I-82 Eastbound Ramps (WSDOT)
2. Dallas Road / I-82 Westbound Ramps (WSDOT)
3. Dallas Road / Trowbridge Blvd (Richland)
4. Dallas Road / Ava Way (Richland)
5. Dallas Road / Arena Road (West Richland)
6. Bombing Range Road / Kennedy Road (West Richland)
7. Bombing Range Road / Keene Road (West Richland)
8. Arena Road / Kennedy Road (West Richland)
9. Kennedy Road /Keene Road (West Richland)
10. Duportail Street / Keene Road (Richland)
11. Duportail Street / Queensgate Drive (Richland)
12. Queensgate Drive / I-182 Westbound Ramps (WSDOT)
13. Queensgate Drive / I-182 Eastbound Ramps (WSDOT)
14. Queensgate Drive / Keene Road (Richland)
15. Gage Blvd /Queensgate Drive / Bermuda Road (Richland) – *Future Intersection*
16. Keene Road / Gage Blvd (Richland)
17. Leslie Road / Gage Blvd (Richland)
18. Leslie Road / Reata Road (Richland)
19. Leslie Road / Badger Road / Clearwater Avenue (Richland)
20. Badger Road / I-82 Westbound Ramps (WSDOT)
21. Badger Road / I-82 Eastbound Ramps (WSDOT)
22. Bermuda Road / Reata Road (Benton County)
23. Gage Blvd / Reata Road (Benton County) – *Future Intersection*
24. Unnamed Road / Reata Road (Benton County) – *Future Intersection*

In addition to the 24 off-site study intersections, a total of 12 on-site (internal) study intersections were identified by the City of Richland (see **Figure 3**):

A. Bella Coola Lane / Trowbridge Blvd
B. Ava Way / Trowbridge Blvd
C. Sol Duc Ave / Trowbridge Blvd
D. Unnamed N/S Road / Trowbridge Blvd
E. Gage Blvd / Trowbridge Blvd
F. Gage Blvd / Corvina Street
G. Gage Blvd / Bella Coola Lane
H. Gage Blvd / Unnamed E/W Road
I. Gage Blvd / Morningside Parkway
J. Unnamed N/S Road / Unnamed E/W Road
K. Unnamed N/S Road / Bella Coola Lane
L. Clark Ridge Dr / Bella Coola Lane



LEGEND
X On-Site Study Intersection

NOT TO SCALE

Figure 3: On-Site Study Intersections

Roadway Network

Table 1 describes the existing characteristics of the streets used as primary routes to and from the BMS site. Roadway characteristics are described in terms of orientation, arterial classification, number of lanes, posted speed limits, parking, pedestrian facilities, and bicycle facilities. The relationship of these roadways to the project site is shown in **Figure 1**. An aerial view of the transportation network in the site vicinity is shown on the next page.

Table 1
Existing Study Area Roadway Network

Roadway	Orientation	Existing Functional Classification	# of Travel Lanes	Posted Speed Limit (mph)	Parking	Sidewalks	Bicycle Facilities
Interstate 82 (I-82)	EW	Interstate	4	70	No	No	None
Interstate 182 (I-182)	E/W	Interstate	4	70	No	No	None
Dallas Rd	N/S	Major Collector	2+	35/50	No	No	None
Trowbridge Blvd	E/W	Local Street	2	30	No	Intermittent	None
Ava Way	E/W	Local Street	2	25	No	Intermittent	None
Bombing Range Rd	N/S	Minor Arterial	2+	35	No	Both Sides	None
Kennedy Rd	E/W	Major Collector	2	40	No	Intermittent	None
Keene Rd	NW/SE	Principal Arterial	4+	30/45	No	Intermittent	Bike Path on One Side
Duportail St	N/S	Minor Arterial	4+	30	No	Both Sides	None
Queensgate Dr	N/S	Minor Arterial	4+	35	No	Both Sides	Bike Lanes on Both Sides
Gage Blvd	E/W	Collector Arterial	4+	30	No	Intermittent	None
Leslie Rd	N/S	Minor Arterial	2+	35	No	Intermittent	None
Reata Rd	E/W	Major Collector	2	40	No	No	None

+ includes center two-way left-turn lane (TWLTL)

The following describes the primary roads providing access to the Badger Mountain South area in more detail.

Interstate 82 (I-82) is an east-west limited access freeway that connects I-90 in central Washington I-84 in Oregon. In the project vicinity, I-82 consists of two travel lanes in each direction with a posted speed limit of 70 mph (60 mph for trucks). Paved shoulders exist on both sides of the highway. In the vicinity of Badger Mountain there is an interchange with I-82 at E Badger Rd (Exit 109), an interchange with I-82 at Dallas Road (Exit 104) and an interchange with I-82 at I-182 (Exit 102). The I-82 interchange at Dallas Rd provides primary access to the project site.

Interstate 182 (I-182) / US 12 is an east-west interstate freeway that connects the Tri Cities area between I-82 and the City of Walla Walla. In the project vicinity, I-182 consists of two travel lanes in each direction with a posted speed limit of 70 mph (60 mph for trucks). Paved shoulders exist on both sides of the highway. In the vicinity of the project site, there is an interchange with I-182 at I-

82 (Exit 102) and an interchange with I-182 at Queensgate Drive (Exit 3). The I-182 interchange at Queensgate Drive provides primary access to West Richland to the northwest and the City of Kennewick to the southeast.

Dallas Road is a north-south major collector consisting of two lanes (one in each direction) and a posted speed limit of 35 to 50 mph. Dallas Road provides access to the BMS project site from its interchange with I-82. Paved shoulders exist on both sides of the roadway.

Gage Blvd is an east-west minor arterial consisting of two lanes in each direction with a center two way left turn lane. Gage Blvd connects the commercial area of Kennewick to residential Richland. The posted speed is 30 mph and sidewalks exist on both sides of the roadway east of Keene Road. A future planned extension will connect Gage Blvd to Reata Road through the BMS site.

Reata Road is an east-west major collector consisting of two lanes in each direction and a posted speed limit of 40 mph. Gravel shoulders exist on both sides of the roadway. Reata Road provides a connection between Dallas Road and Leslie Road along the southern boundary of the BMS site.

Nonmotorized Transportation Facilities

Pedestrian facilities in the immediate project vicinity include intermittent sidewalks on the north side of Ava Way, a paved pedestrian path on the southern side of Ava Way, and a paved pedestrian path on the south side of Trowbridge Blvd. The Badger Mountain Trailhead Park Loop, Canyon Trail, Langdon Trail, Sagebrush Trail and Skyline Trail are located directly north of the project site and are protected trails for pedestrians and bicycles. Other pedestrian facilities include curb ramps and crosswalks at the majority of the study intersections. There are no designated bicycle lanes in the immediate vicinity of the site.

Transit Service

Transit service to and from the project vicinity is provided by Ben Franklin Transit (BFT). There is no existing transit service in the vicinity of the BMS project site.

Existing Traffic Volumes

Year 2021 existing weekday AM and PM peak hour traffic volumes at the existing 22 off-site study intersections were based on counts conducted in November 2020 and March 2021. The AM peak hour represents the highest one-hour time period between 7:00 and 9:00 AM and the PM peak hour represents the highest one-hour time period between 4:00 and 6:00 PM (standard ITE-defined peak period).

To calculate the impact of COVID-19 on existing peak hour traffic volumes collected in November 2020 and March 2021, the peak hour traffic volumes were compared to available historical peak hour traffic volumes provided by the City of Richland, the Benton Franklin Council of Governments, and other traffic studies in the project vicinity with an estimated growth rate of 1.2 percent applied to the historical volumes to estimate existing "normal" conditions. The 1.2 percent annual growth rate was based on a review of historical traffic volumes in the project vicinity.

Based on the results of this volume comparison, to estimate "normal" 2020 existing traffic volumes for non-COVID conditions, the traffic counts collected in November 2020 were increased by 25 percent during the AM peak hour and 15 percent during the PM peak hour. Similarly, traffic counts

collected in March 2021 were increased by 15 percent during the AM peak hour and 5 percent during the PM peak hour to estimate "normal" 2021 existing traffic volumes.

The 2021 "normal" weekday AM and PM peak hour traffic volumes at the 24 off-site study intersections are illustrated in Error! Reference source not found. and Error! Reference source not found., respectively. The traffic count sheets are included in Appendix A.

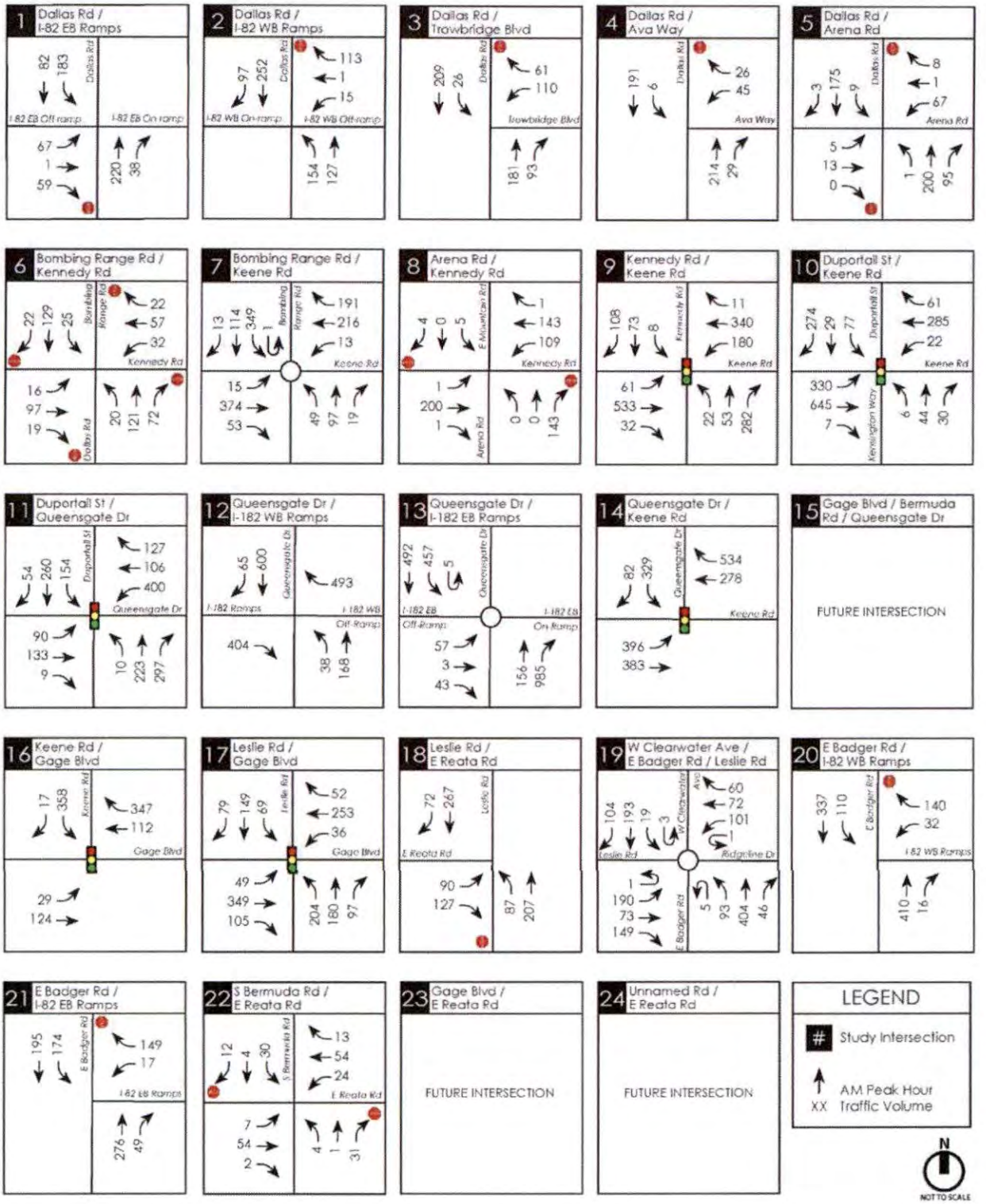


Figure 4: 2021 Existing Weekday AM Peak Hour Traffic Volumes

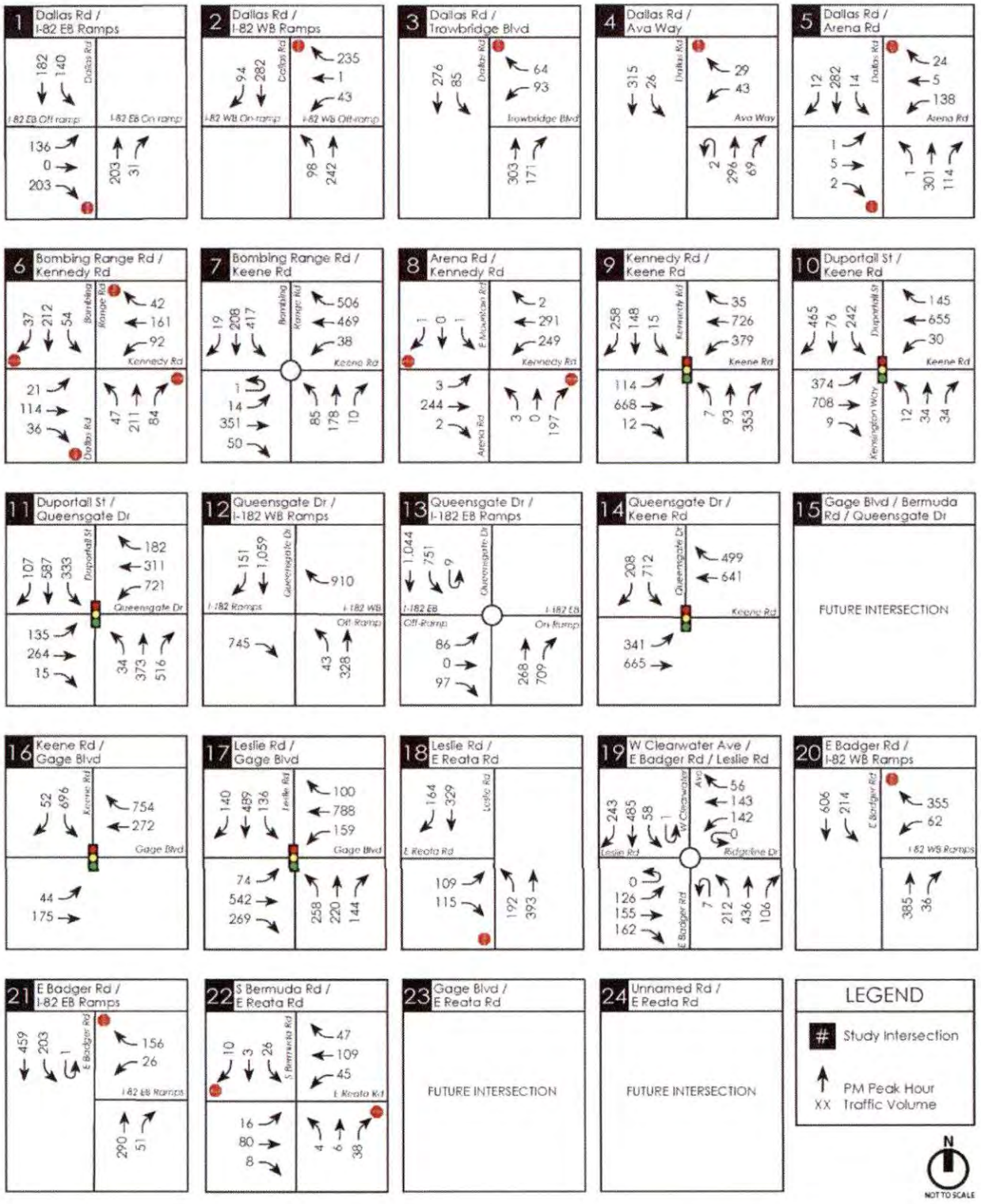


Figure 5: 2021 Existing Weekday PM Peak Hour Traffic Volumes

Existing Level of Service

Based on extensive scoping discussions with the City of Richland, existing weekday AM and PM peak hour level of service (LOS) analyses were conducted at 22 existing off-site study intersections (two of the off-site intersections identified as study intersections are not existing intersections but will be future intersections with the development of BMS).

LOS generally refers to the degree of congestion on a roadway or intersection. It is a measure of vehicle operating speed, travel time, travel delays, and driving comfort. A letter scale from A to F generally describes intersection LOS. At signalized intersections, LOS A represents free-flow conditions (motorists experience little or no delays), and LOS F represents forced-flow conditions where motorists experience an average delay in excess of 80 seconds per vehicle.

The LOS reported for signalized intersections represents the average control delay (sec/veh) and can be reported for the overall intersection, for each approach, and for each lane group (additional v/c ratio criteria apply to lane group LOS only).

The LOS reported at stop-controlled intersections is based on the average control delay and can be reported for each controlled minor approach, controlled minor lane group, and controlled major-street movement (and for the overall intersection at all-way stop controlled intersections. Additional v/c ratio criteria apply to lane group or movement LOS only).

Table 2 outlines the current HCM 6th Edition LOS criteria for signalized and stop-controlled intersections based on these methodologies.

Table 2
LOS Criteria for Signalized and Stop Controlled Intersections

SIGNALIZED INTERSECTIONS			UNSIGNALIZED INTERSECTIONS		
	LOS by Volume-to Capacity (V/C) Ratio[1]			LOS by Volume-to Capacity (V/C) Ratio[2]	
Control Delay (sec/veh)	≤ 1.0	> 1.0	Control Delay (sec/veh)	≤ 1.0	> 1.0
≤ 10	A	F	≤ 10	A	F
> 10 to ≤ 20	B	F	> 10 to ≤ 15	B	F
> 20 to ≤ 35	C	F	> 15 to ≤ 25	C	F
> 35 to ≤ 55	D	F	> 25 to ≤ 35	D	F
> 55 to ≤ 80	E	F	> 35 to ≤ 50	E	F
> 80	F	F	> 50	F	F

Source: Highway Capacity Manual, Transportation Research Board, 6th Edition, 2016.

[1] For approach-based and intersection-wide assessments at signals, LOS is defined solely by control delay.
[2] For two-way stop controlled intersections, the LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection as a whole at two-way stop controlled intersections. For approach-based and intersection-wide assessments at all-way stop controlled intersections and roundabouts, LOS is solely defined by control delay.

LOS calculations were based on methodology and procedures outlined in the 6th Edition of the *Highway Capacity Manual* using *Synchro 10* and *SIDRA 9* traffic analysis software. Existing signal timing at the signalized study intersections was provided by the City of Richland.

The 2021 existing AM and PM peak hour LOS analysis results at the 22 existing off-site study intersections are summarized in **Table 3** (for signals and roundabouts) and **Table 4** (for stop-controlled). The LOS worksheets are included in **Appendix B**. It should be noted that study intersection #12 (Queensgate Dr / I-182 WB Ramps) is not included in **Table 3 or Table 4** because

all movements at the intersection are uncontrolled and thus do not have any vehicular delay associated with them.

Table 3
2021 Existing Peak Hour LOS Summary at Off-Site Study Intersections (signals and roundabouts)

	AM Peak Hour		PM Peak Hour	
Study Intersection	LOS	Delay (sec)	LOS	Delay (sec)
Signalized Intersections				
9. Kennedy Road / Keene Road	C	22.8	C	27.5
10. Duportail Street / Keene Road	C	27.3	C	26.3
11. Duportail Street / Queensgate Drive	C	30.5	C	27.3
14. Queensgate Drive / Keene Road	B	18.8	C	24.4
16. Keene Road / Gage Blvd	B	14.0	B	14.1
17. Leslie Road / Gage Blvd	C	28.4	D	53.4
Roundabout Intersections				
7. Bombing Range Road / Keene Road	A	8.9	C	18.2
13. Queensgate Drive / I-182 EB Ramps	A	5.9	A	6.4
19. Badger Road / Clearwater Ave / Leslie Road	A	8.2	A	9.5

Table 4
2021 Existing Peak Hour LOS Summary at Off-Site Study Intersections (stop-controlled)

Study Intersection / Movement	AM Peak Hour LOS	AM Peak Hour Delay (sec)	PM Peak Hour LOS	PM Peak Hour Delay (sec)
All-Way Stop Controlled Intersection				
6. Bombing Range Road / Kennedy Road	A	9.7	C	15.9
Two-Way Stop Controlled Intersections				
1. Dallas Road / I-82 EB Ramps				
Eastbound Approach	C	21.5	E	41.1
Southbound Left-Turn	A	8.5	A	8.1
2. Dallas Road / I-82 WB Ramps				
Westbound Approach	B	11.2	C	16.9
Northbound Left-Turn	A	8.8	A	8.7
3. Dallas Road / Trowbridge Blvd				
Westbound Approach	B	14.3	C	22.2
Southbound Left-Turn	A	8.1	A	8.8
4. Dallas Road / Ava Way				
Westbound Approach	B	11.7	C	15.8
Southbound Left-Turn	A	8.0	A	8.2
5. Dallas Road / Arena Road				
Eastbound Approach	B	13.7	C	15.7
Westbound Approach	C	15.7	E	41.8
Northbound Left-Turn	A	7.6	A	7.9
Southbound Left-Turn	A	7.9	A	8.3
8. Arena Road / Kennedy Road				
Eastbound Left-Turn	A	7.5	A	7.8
Westbound Left-Turn	A	8.0	A	8.4
Northbound Approach	B	10.7	B	11.7
Southbound Approach	C	15.4	D	25.5
18. Leslie Road / Reata Road				
Eastbound Left-Turn	C	17.5	C	24.7
Eastbound Right-Turn	B	12.1	B	11.3
Northbound Left-Turn	A	8.8	A	9.3
20. Badger Road / I-82 WB Ramps				
Westbound Shared Left-Right	D	27.1	F	58.0
Southbound Left-Turn	A	9.7	A	9.0
21. Badger Road / I-82 EB Ramps				
Westbound Approach	C	16.5	C	15.1
Southbound Left-Turn	A	9.3	A	8.7
22. Bermuda Road / Reata Road				
Eastbound Left-Turn	A	7.5	A	7.6
Westbound Left-Turn	A	7.5	A	7.5
Northbound Approach	A	9.2	A	9.9
Southbound Approach	B	10.7	B	12.0

AM Peak Hour

As shown in Table 3, all signalized and roundabout study intersections are currently operating at LOS C or better during the AM peak hour.

As shown in Table 4, the all-way stop controlled study intersection and all individual lane groups at the stop controlled study intersections are currently operating at LOS D or better during the AM peak hour.

PM Peak Hour

As shown in Table 3, all signalized and roundabout study intersections are currently operating at LOS D or better during the PM peak hour.

As shown in Table 4, the all-way stop controlled study intersection and all individual lane groups at the stop controlled study intersections ore currently operating at LOS D or better during the PM peak hour with exception to the following:

- #1 Dallas Road/I-82 EB Ramps – the eastbaund appraach is currently operating at LOS E
- #5 Dallas Road/Arena Road – the westbound approach is currently operating at LOS E
- #20 Badger Road/I-82 WB Ramps – the westbound approach is currently operating at LOS F

FUTURE YEAR TRAFFIC ANALYSIS

This section provides information related to future planned roadway improvements, weekday AM and PM peak hour traffic volumes, and peak hour LOS at study intersections in year 2040. The 2040 traffic conditions account for buildout of the BMS development and growth in background traffic. Level of service (LOS) evaluation during weekday AM and PM peak hours is used to identify locations where future improvements will be necessary to maintain acceptable LOS operations by 2040. Locations where improvements are needed are then addressed later in the Mitigation Measures section of the report.

Planned Transportation Improvements

This section describes the planned transportation improvements located within the project study area. The following planning documents were reviewed to document planned capacity-related transportation improvements located within the project study area. It should be noted that planned improvements are noted for the next 6-year period; road and intersection improvements beyond 2026 are not clearly identified.

- Benton-Franklin Council of Governments 2021-2024 Transportation Improvement Program (TIP)
- City of Richland 2021-2026 Transportation Improvement Program (TIP)
- City of West Richland 2021-2026 Transportation Improvement Program (TIP)
- WSDOT 2021-2024 Statewide Transportation Improvement Program (STIP)

City of Richland 2021 – 2026 TIP

16. Gage Blvd Improvements. Improvements of Gage Blvd from Penny Royal Ave to Morency Dr. The project involves the addition of curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2024.

17. Queensgate Drive Extension Phase I. Extension of Queensgate Dr from Shockley Rd to Keene Rd. The new roadway will have three lanes with curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2025.

22. Dallas Road / Trowbridge Blvd Intersection Improvements. Improvements of the Dallas Rd and Trowbridge Blvd intersection. The project involves the reconstruction of the intersection to provide for added capacity. Construction is anticipated to start in 2024.

23. Dallas Road / I-82 WB Ramps Intersection Improvements. Improvements of the Dallas Rd and I-82 WB ramps intersection. The project involves the reconstruction of the ramp and intersection to provide for added capacity. Construction is anticipated to start in 2025.

24. Dallas Road / I-82 EB Ramps Intersection Improvements. Improvements of the Dallas Rd and I-82 EB ramps intersection. The project involves the reconstruction of the ramp and intersection to provide for added capacity. Construction is anticipated to start in 2025.

25. Dallas Road / Ava Way Intersection Improvements. Improvements of the Dallas Rd and Ava Way intersection. The project involves the reconstruction of the intersection to provide for added capacity. Construction is anticipated to start in 2024.

26. Gage Blvd Extension. Extension of Gage Blvd fram Morency Dr to Queensgate Blvd. The new roadway will have three lanes with curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2025.

27. Dallas Road Widening. Widening of Dallas Rd from city limits to I-82. The new roadway will have four lanes with curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2026.

28. Shockley Road Extension. Extension of Shockley Rd from Keene Rd to south of Badger Valley Way. The new roadway will have twa lanes with curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Constructian is anticipated to start in 2026.

29. Trowbridge Blvd – Ava Way to B-C. Extension of Trowbridge Blvd from Ava Way to Road B-C. The new roadway will have two lanes with curbs, gutter, sidewalks, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2025.

30. Bella Coola Lane – Trowbridge Blvd to Road B-C. Construction af Bella Coola Ln from Trowbridge Blvd to Road B-C. The new roadway will have two lanes with curbs, gutter, sidewalks, bike lanes, street lights, and starm drainage. Construction is anticipated ta start in 2025.

31. Road B-C / Trowbridge Blvd Intersection Improvements. Constructian of the Road B-C/Trowbridge Blvd intersection. Construction is anticipoted to start in 2026.

32. Road B-C. Canstructian af Road B-C from Corvina St to Queensgate Drive. The new roadway would include two lanes with curb, gutter, sidewalk, bike lanes, street lights, and storm drainage. Construction is anticipated to start in 2026

33. Queensgate Drive Extension – Phase II. Construction of the Queensgate Drive Extension from Legacy Lane to the Richland city limits. The new roadway would be a 2-lane collector with curb, gutter, sidewalk, bike lanes, street lights, and storm drainage facilities. Construction is anticipated to start in 2026.

36. Kingsgate Corridar Improvements. Construction of Kingsgate Way from Kennedy Road to SR 240. The new 2-lane roadway and bridge over the Yakima River would include curb, gutter, sidewalk, bike lanes, street lights and storm drainage facilities. Construction is anticipated to start in 2026.

City of West Richland TIP

Bombing Range Road / Keene Road Intersection Modifications. This project would signalize the intersection and construct associated lane improvements. Construction is anticipated to occur in 2025.

Bambing Range Road / Kennedy Road Intersection Modifications. This project would construct intersection modifications which may include signalization of the intersection.

WSDOT 2021 – 2024 STIP

Dallas Road Bike Path Project (MP 2.20 to MP 4.22). This project will widen the shoulders of Dallas Road to include bicycle lanes on both sides of the road. Construction is anticipated to start in 2021.

Bombing Range Road / Keene Road Intersection Modifications. This project would signalize the intersection. Construction is onticipated to occur in 2025.

Future Year 2040 Roadway Network

The roadway network assumed in the future year 2040 LOS analysis at the 24 off-site study intersections was based on existing intersection geometry with exception to the following:

- **#1 Dallas Road / I-82 Eastbound Ramps** – this intersection was assumed to include a southbound left-turn lane as identified in the BMS Master Agreement for Phase 1.
- **#2 Dallas Road / I-82 Westbound Ramps** – this intersection was assumed to include a westbound right-turn lane, a northbound left-turn lane, and a southbound right-turn lane as identified in the BMS Master Agreement for Phase 1.
- **#3 Dallas Road / Trowbridge Blvd** – this intersection was assumed to account for Dallas Road being widened to 4 lanes south of Trowbridge Blvd as identified in the BMS Master Agreement for Phase 1 and was assumed to be a 4-leg roundabout.
- **#4 Dallas Road / Ava Way** – this intersection was assumed to include turn lanes on Dallas Road as identified in the BMS Master Agreement for Phase 1 and was assumed to be unsignalized with Dallas Road free flow and Ava Way stop-controlled. A new west leg of the intersection was included at this intersection to account for planned BMS development in the BMS Station neighborhood west of Dallas Road.
- **#7 Bombing Range Road / Keene Road** – this intersection was assumed to be reconstructed from an existing roundabout to a signalized intersection per a City of West Richland TIP project. Channelization improvements include the following: two eastbound through lanes with separate eastbound right and left-turn lanes; two westbound through lanes with separate westbound right and left-turn lanes; a northbound left-turn lane plus a shared through-right-turn lane; and dual southbound left-turn lanes plus a shared through-right-turn lane.
- **#14 Queensgate Drive / Keene Road** – this intersection was assumed to include a new south leg as part of the Queensgate Drive Extension project identified in the City of Richland's 2021-2026 TIP. Channelization improvements include the following: two eastbound through lanes with separate right and left-turn lanes; two westbound through lanes with separate right and left-turn lanes; a northbound left-turn lane plus a shared through-right-turn lane; and dual southbound left-turn lanes with separate through and right-turn lanes.
- **#15 Gage Blvd /Queensgate Drive / Bermuda Road** – this intersection will be a new unsignalized intersection as part of the Queensgate Drive Extension Project identified in the City of Richland's 2021-2026 TIP and was assumed to be all-way stop controlled with the eastbound, southbound, and northbound approaches consisting of a left-turn lane and shared through-right-turn lane. The east leg (westbound approach) of the intersection was assumed to be a single-lane (shared left-through-right).
- **#23 Gage Blvd / Reata Road** – a new unsignalized intersection was assumed at this location with Reata Road a single-lane in each direction and free flow. Gage Boulevard was assumed to include separate southbound right and left-turn lanes and be stop-controlled.
- **#24 Unnamed N/S Road / Reata Road** – a new unsignalized intersection was assumed at this location with Reata Road a single-lane in each direction and free flow.

The Unnamed N/S Road is assumed to include separate southbound right and left-turn lanes and be stop-controlled.

Project Land Use Assumptions by Year

Development of the BMS project will occur in phases over the next 20 years with full buildout anticipated to be achieved by 2040. **Table 5** below summarizes the existing BMS development as of November 2020 (when existing traffic volumes were conducted) and the future land use anticipated to be developed by years 2025, 2030, 2035, and 2040 as provided by the applicant/owner. It should be noted that the future land use assumptions by development year and by BMS neighborhood have been provided by the applicant/owner and are based on the best available information the owner/applicant currently has at this time. However, it should be recognized that the assumptions may be updated or changed as the Badger Mountain South project develops over the next 20 years.

Table 5
Project Land Use Summary by Development Year

	Total Badger Mountain South Land Use				
Land Use	Existing (as of Nov 2020)	Year 2025	Year 2030	Year 2035	Year 2040 (Full Buildout)
Residential					
Single Family	428 DU	1,247 DU	1,617 DU	2,152 DU	2,382 DU
Multifamily	283 DU	808 DU	1,258 DU	1,598 DU	2,058 DU
Senior Adult Housing	--	150 DU	150 DU	150 DU	150 DU
Subtotal Residential	***711 DU***	***2,205 DU***	***3,025 DU***	***3,900 DU***	***4,590 DU***
Commercial					
Grocery Store	18,030 sf	18,030 sf	18,030 sf	18,030 sf	18,030 sf
Gas Station w/ Market	3,200 sf	3,200 sf	3,200 sf	3,200 sf	3,200 sf
Fast-Food w/ Drive-Thru	700 sf	700 sf	700 sf	700 sf	700 sf
Shopping Center	--	--	260,000 sf	485,000 sf	500,000 SF
Home Improvement Superstore	--	--	--	130,000 sf	130,000 sf
Sporting Goods Superstore	--	--	--	130,000 sf	130,000 sf
Medical Office	--	40,000 sf	40,000 sf	40,000 sf	40,000 sf
Mini-Warehouse	--	175,000 sf	175,000 sf	175,000 sf	175,000 sf
Other					
Church		20,000 sf	20,000 sf	20,000 sf	20,000 sf

In addition to the BMS land use assumptions summarized in **Table 5** above, there are four schools and a separate single family residential plat anticipated to be constructed within the BMS subarea as follows:

- Elementary School (Kennewick School District) – 650 students (by 2025)
- Middle School (Richland School District) – 800 students (by 2025)
- Elementary School (Richland School District) – 650 students (by 2030)
- High School (Kennewick School District) – 2,000 students (by 2030)
- Harvest Ridge Single Family Residential Plat – 143 dwelling units (by 2025)

Project Trip Generation

Trip generation estimates for development of the BMS site in future years 2025, 2030, 2035 and 2040 (full buildout) were based on methodology documented in the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017). *It should be noted that although trip generation estimates were prepared for four future development years (2025, 2030, 2035, and 2040), the analysis documented in subsequent sections of this TIA focuses on year 2040 conditions with full buildout of the BMS site.*

Reductions to the gross trip generation estimates were made to account for internal and pass-by trips. Internal trips are made by people making multiple stops within a development without generating new trips onto the adjacent street system. The internal trip adjustments for the peak hours were based on methodology established in the ITE *Trip Generation Handbook*, 3rd Edition, 2017 and the internal adjustments for the weekday time period were based on methodology documented in the ITE *Trip Generation Handbook*, 2nd Edition. Pass-by trips are trips that are made by vehicles that are already on the adjacent streets and make intermediate stops at the commercial uses on route to a primary destination (i.e. on the way from work to home). The pass-by trips were based on methodology and studies documented in the ITE *Trip Generation Handbook*, 3rd Edition, 2017.

The resulting net new weekday daily, AM peak hour, and PM peak hour trip generation estimates for full buildout of the BMS site in 2040 are shown in **Table 6**. Detailed trip generation calculations for year 2040 conditions with full buildout are included in **Appendix C**. The detailed peak hour trip generation for future years 2025, 2030, and 2035 are included in **Appendix D**. *It should be noted that the future year 2040 trip generation estimates summarized in **Table 6** and included in **Appendix C** include existing BMS land use that was constructed and occupied as of November 2020.*

Table 6
Project Trip Generation Summary for Project Buildout (Year 2040)

	Weekday New Trips Generated								
	Daily			AM Peak Hour			PM Peak Hour		
Trip Type	In	Out	Total	In	Out	Total	In	Out	Total
Gross Trips	33,041	33,042	66,083	1,266	2,311	3,577	3,359	2,724	6,083
Less Internal Trips	*-4,957*	*-4,957*	*-9,914*	*-63*	*-63*	*-126*	*-539*	*-539*	*-1,078*
Less Pass-by Trips	*-5,079*	*-5,079*	*-10,158*	*-215*	*-163*	*-378*	*-431*	*-452*	*-883*
New Trips	**23,005**	**23,006**	**46,011**	**988**	**2,085**	**3,073**	**2,389**	**1,733**	**4,122**

As shown in **Table 6**, with full buildout in 2040, the BMS site is estimated to generate a total of 46,011 new weekday daily trips, with 3,073 new trips occurring during the weekday AM peak hour (988 entering, 2,085 exiting), and 4,122 new trips occurring during the weekday PM peak hour (2,389 entering, 1,733 exiting).

A summary of the total year 2040 (full buildout) project trip generation by BMS neighborhood is also included in **Table 7** below.

Table 7
Project Trip Generation Summary for Project Buildout (Year 2040) by BMS Subarea

BMS Neighborhood	2040 Land Use	Weekday Net New Trips Generated					
		AM Peak Hour			PM Peak Hour		
		In	Out	Total	In	Out	Total
BMS Station	130,000 sf home imp. superstore 130,000 sf sporting goods superstore 445,000 sf shopping center 175,000 sf mini-warehouse 150 DU senior housing 18,030 sf grocery store 40,000 sf medical office	346	208	554	743	683	1,426
West Vineyard	303 single family DU 220 multifamily DU	72	220	292	183	115	298
West Village	542 single family DU 301 multifamily DU 3,200 sf gas station/market 700 sf fast food with drive thru 20,000 sf church	144	386	530	349	221	570
East Garden	305 single family DU 505 multifamily DU 10,000 sf shopping center	128	394	522	329	209	538
East Market	850 single family DU 320 multifamily DU 45,000 sf shopping center	209	608	817	555	358	913
South Orchard	382 single family DU 252 multifamily DU	89	269	358	230	147	377
TOTAL		988	2,085	3,073	2,389	1,733	4,122

Project Trip Distribution and Assignment

The distribution of BMS project trips for year 2040 (full buildout) conditions was based on select zone traffic modeling provided by the Benton Franklin Council of Governments (BFCG). The BFCG traffic model distributed BMS project trips through the off-site study intersections based on specific project land use and trip generation assumptions associated with each of the model's TAZ's within the BMS subarea. The project distribution from the traffic model also assumed the roadway improvements outlined above were in place. Although the BFCG traffic model is a PM peak hour based model, it was assumed that the BMS trip distribution for the AM peak hour is consistent with the PM peak hour. The estimated peak hour BMS project trip distribution for year 2040 conditions is illustrated in **Figure 6.**

The specific distribution and assignment of net new peak hour project trips through the BMS off-site access points and internal (on-site) study intersections was based on the general off-site trip distribution from the model (**Figure 6**) and the specific development assumptions and trip generation estimates for each of the six BMS neighborhoods (BMS Station, West Village, West Vineyard, East Garden, East Market and South Orchard as shown in **Figure 3**). The resulting AM and PM peak hour net new project trip assignment at the 24 off-site study intersections is shown in **Figures 7 and 8**, respectively. The resulting AM and PM peak hour net new project trip assignment at the 12 on-site study intersections is shown in **Figures 9 and 10**, respectively.

Internal project trips are typically not assigned as vehicular trips since they are assumed to occur internal to a project site and do not impact the transportation system. However, as a result of the size of the BMS site, it was conservatively assumed that all internal project trips would be vehicular trips. The assignment of peak hour internal vehicular trips through the BMS site was based on the specific origins and destinations of the internal project trips by land use and BMS neighborhood. The resulting AM and PM peak hour internal and pass-by project trip assignment at the 12 on-site study intersections is included in **Appendix E**. The resulting total AM and PM peak hour project trip assignment (net new plus internal plus pass-by trips) at the off-site study intersections is shown in **Figures 11 and 12**. The resulting total AM and PM peak hour project trip assignment (net new plus internal plus pass-by trips) at the on-site study intersections is shown in **Figures 13 and 14**.

Future Year 2040 Traffic Volumes

Future year 2040 AM and PM peak hour traffic volumes with full buildout of BMS were estimated by applying a 1.2 percent annual growth rate to the "normal" existing (year 2021) volumes, adding project traffic associated with full buildout of Badger Mountain South (see **Figures 13 and 14**), and also adding traffic volumes or estimated traffic volume adjustments associated with the following pipeline or roadway improvement projects:

- Harvest Ridge single family residential plat – 143 dwelling units
- Elementary School (Kennewick School District) – 650 students
- Middle School (Richland School District) – 800 students
- Elementary School (Richland School District) – 650 students
- High School (Kennewick School District) – 2,000 students
- Duportail Street bridge improvement
- Queensgate Drive Extension improvement
- Gage Blvd Extension improvement

The 1.2% annual growth rate was calculated based on a comparison of link traffic volumes at the off-site study intersections from the future year 2025 and year 2040 baseline (without BMS project traffic) traffic modeling provided BFCG. Traffic volumes associated with additional pipeline development identified by the City of Richland, including Sienna Hills, Westcliffe, and Red Mountain Center, is assumed to be accounted for in the 1.2% annual background growth rate.

Manual At the time that the existing counts were conducted in November 2020, the Duportail Bridge was still under construction. Therefore, traffic volume adjustments at the study intersections to account for the Duportail Street bridge improvement project were estimated by comparing November 2020 counts to March 2021 counts with the bridge open. Traffic volume adjustments at the study intersections to account for the future Queensgate Drive Extension and Gage Blvd Extension roadway improvement projects were estimated based on the future year 2040 'baseline' traffic modeling (without BMS site traffic) provided by BFCG.

The future 2040 with Full Buildout weekday AM and PM peak hour traffic volumes at the 24 off-site study intersections are shown in **Figure 15 and Figure 16**, respectively. The future 2040 with Full Buildout weekday AM and PM peak hour traffic volumes at the 12 on-site study intersections are shown in **Figure 17 and Figure 18**, respectively.

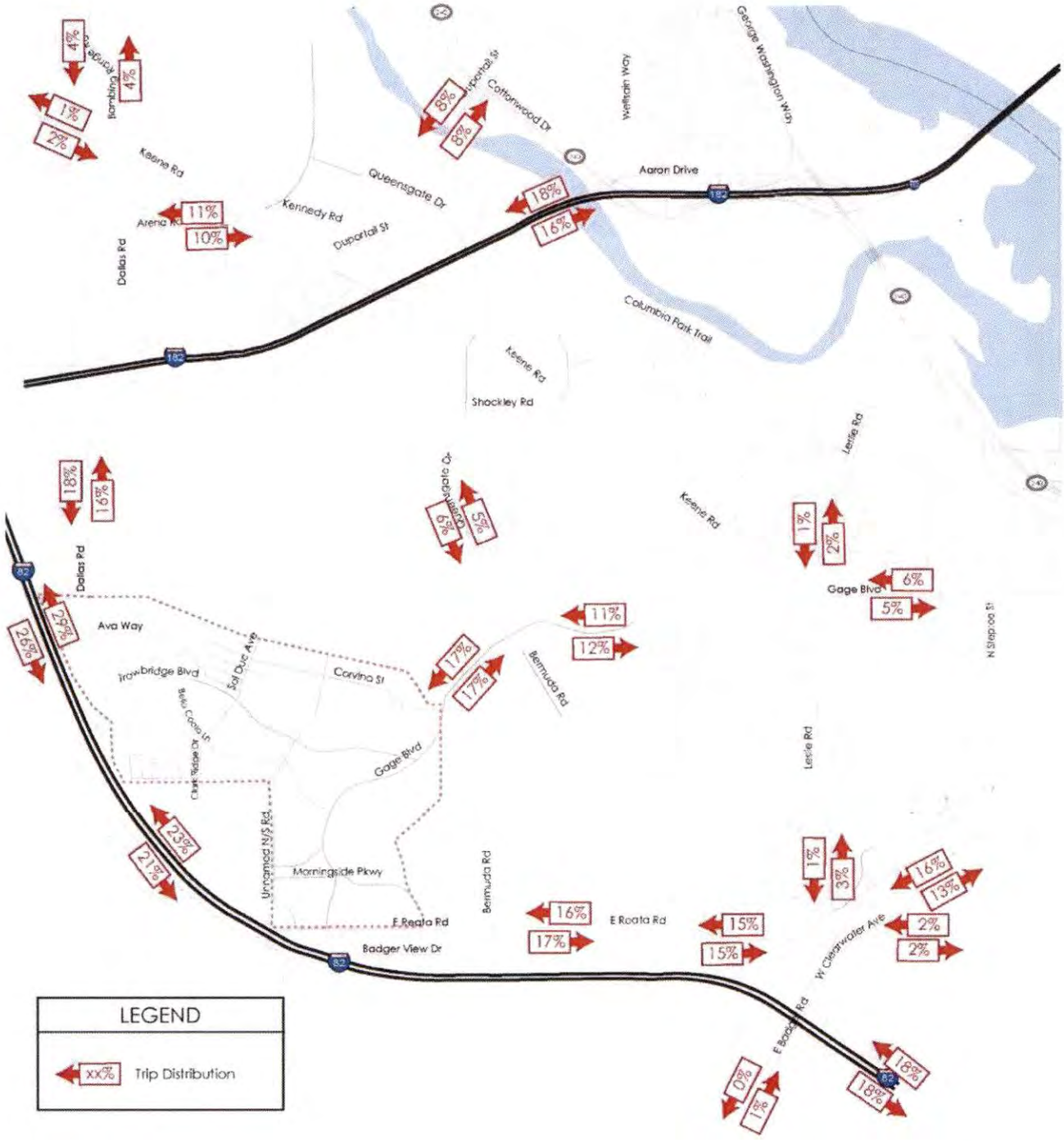


Figure 6: Year 2040 Peak Hour Project Trip Distribution

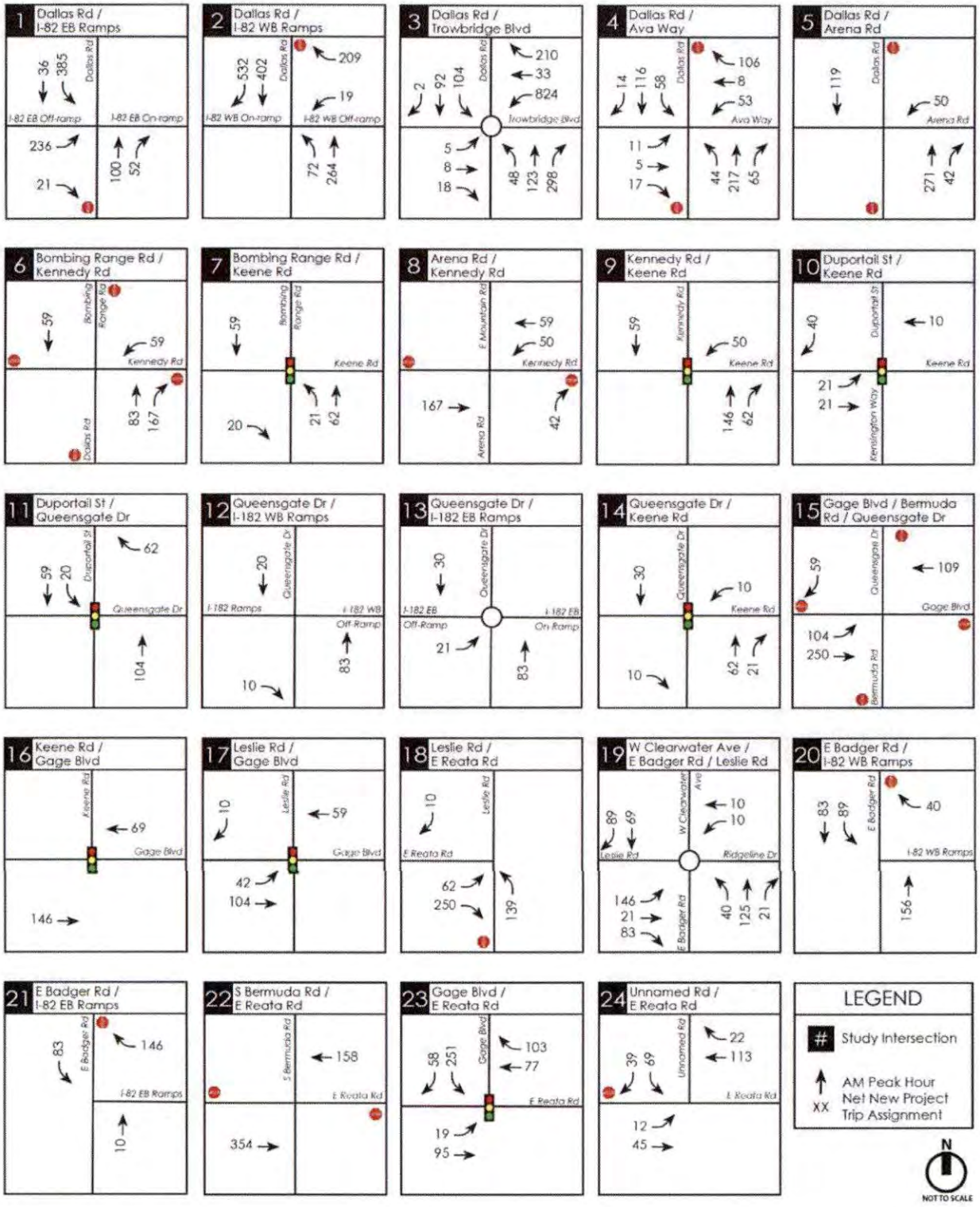


Figure 7: Year 2040 AM Peak Hour Net New Project Trip Assignment (off-site)

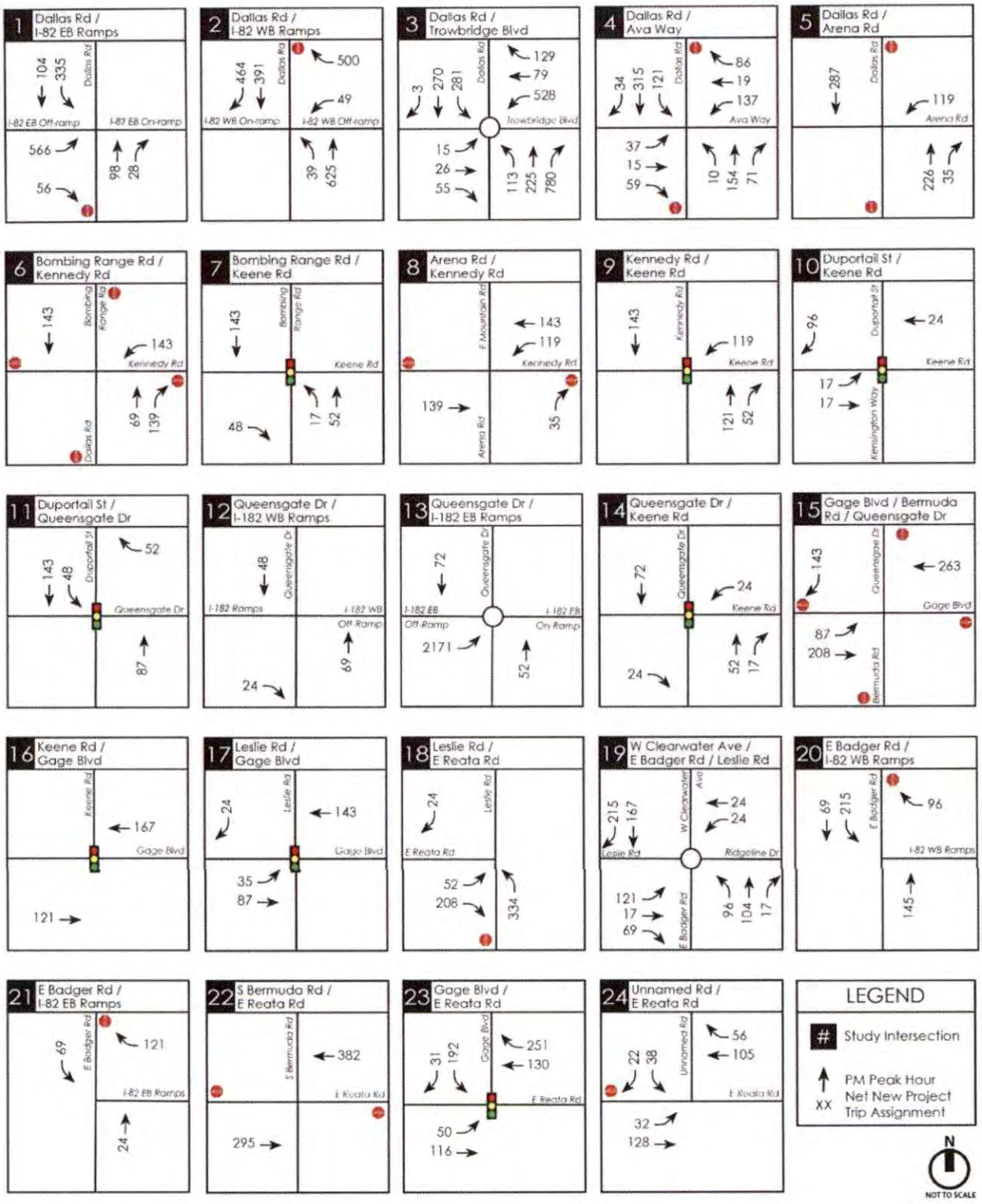


Figure 8: Year 2040 PM Peak Hour Net New Project Trip Assignment (off-site)

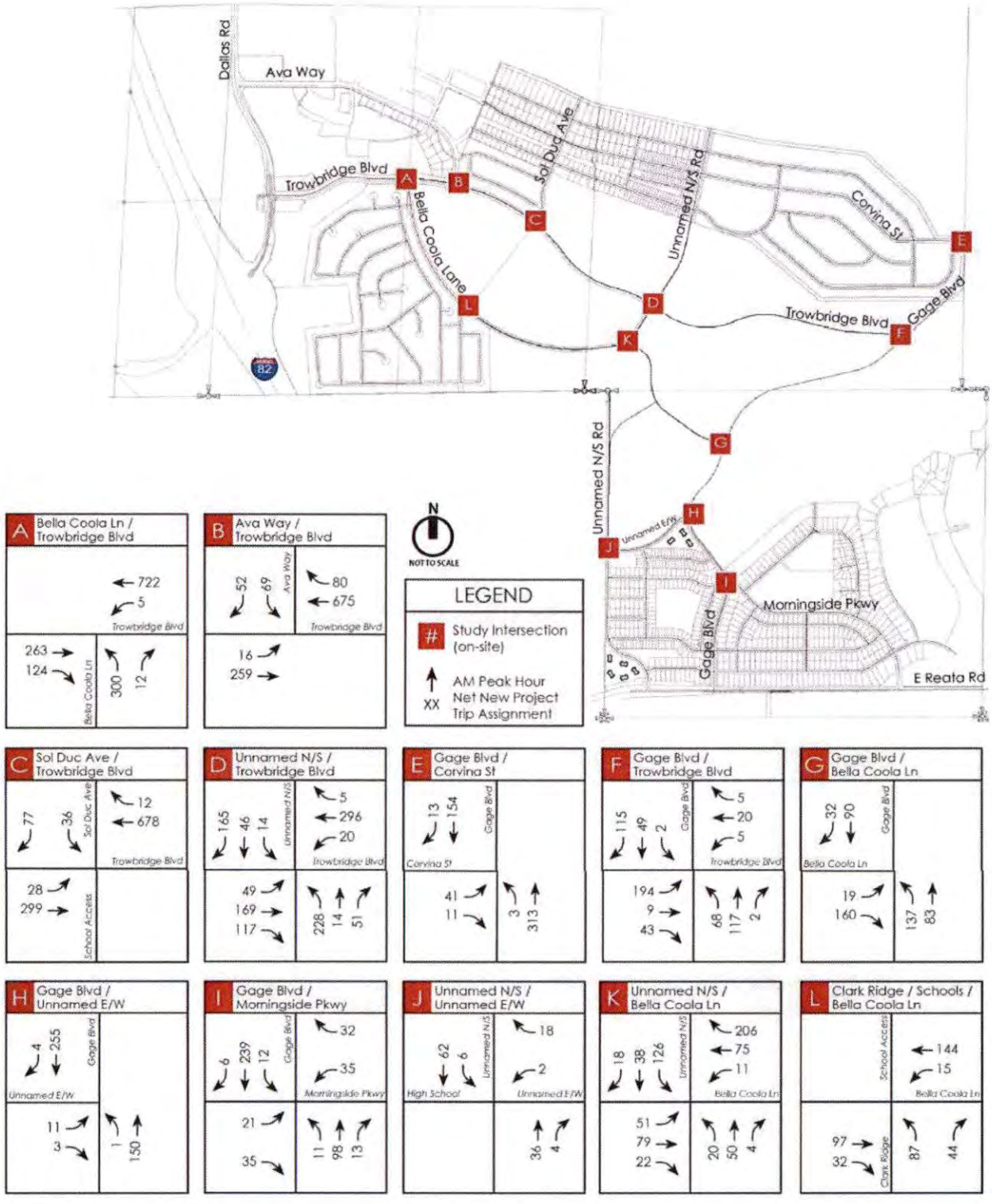


Figure 9: Year 2040 AM Peak Hour Net New Project Trip Assignment (on-site)

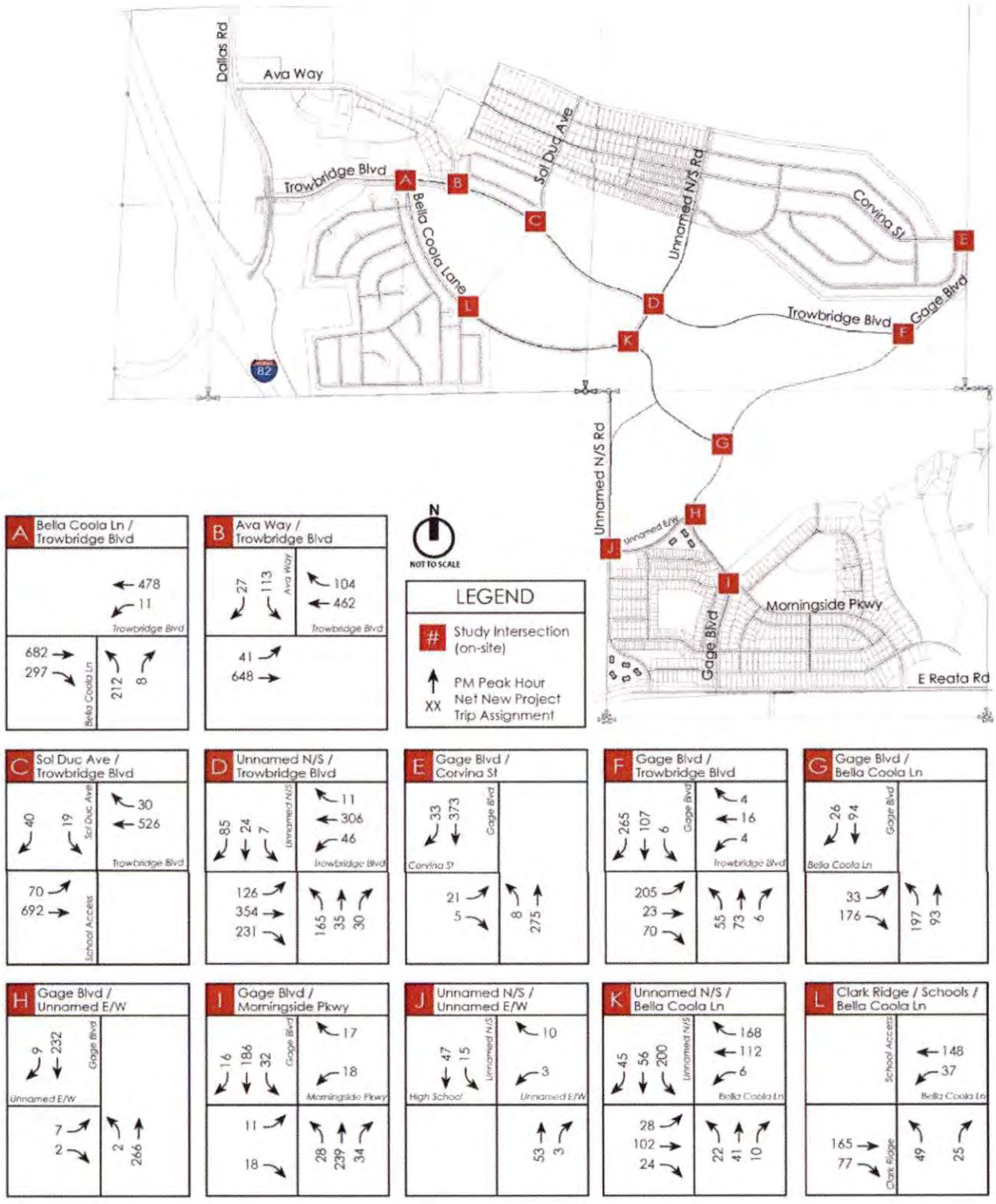


Figure 10: Year 2040 PM Peak Hour Net New Project Trip Assignment (on-site)

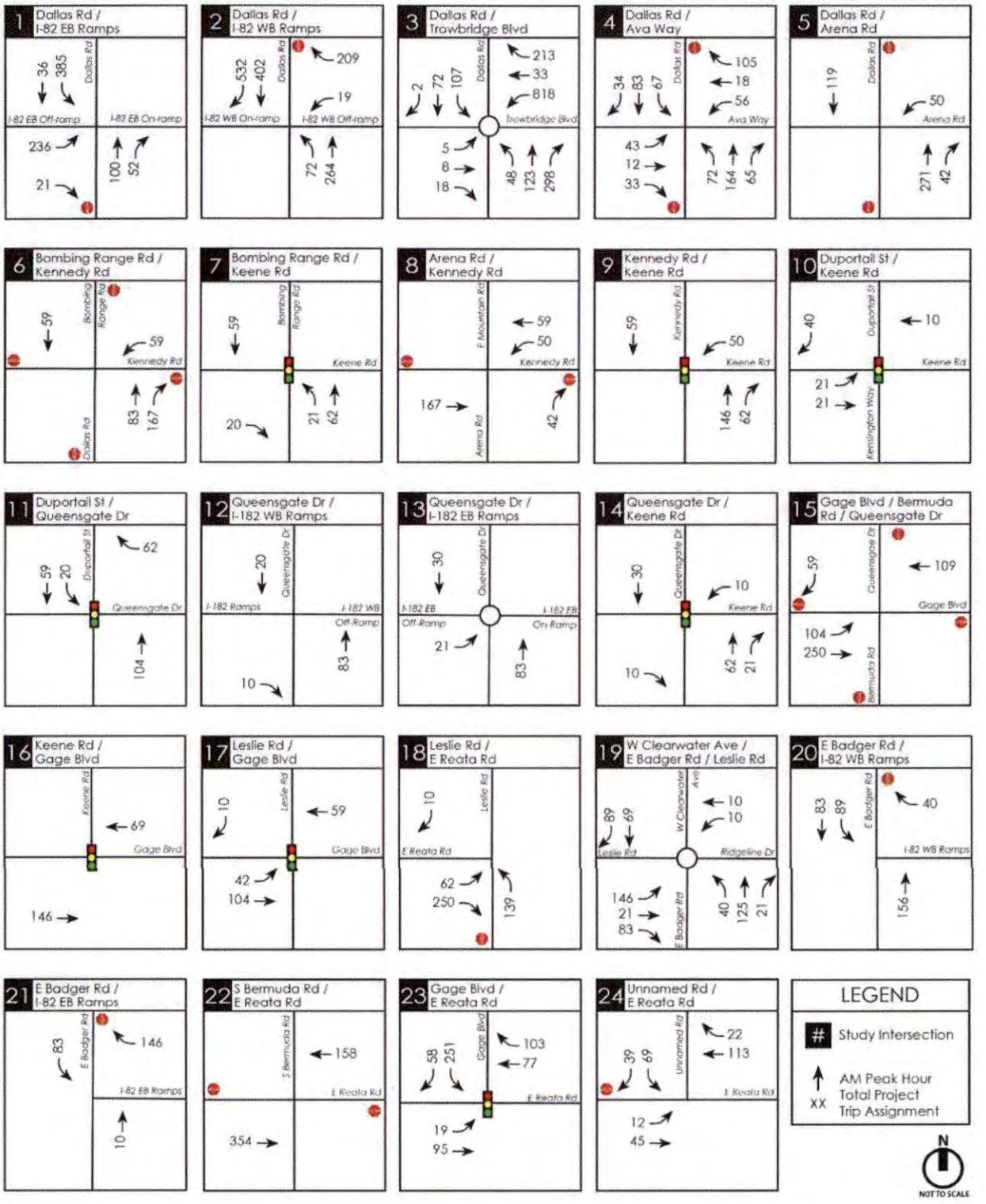


Figure 11: Year 2040 AM Peak Hour Total Project Trip Assignment (off-site)

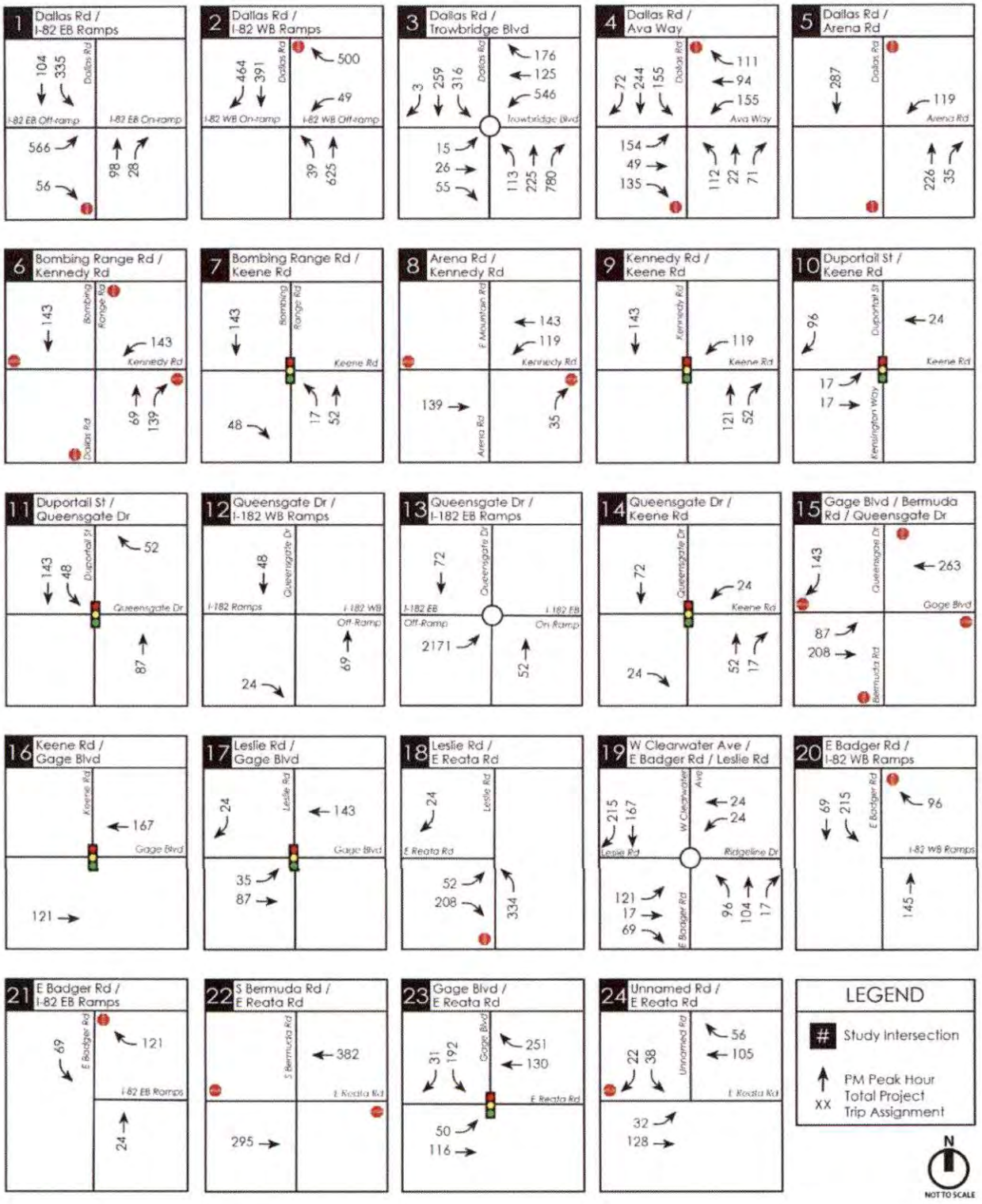


Figure 12: Year 2040 PM Peak Hour Total Project Trip Assignment (off-site)

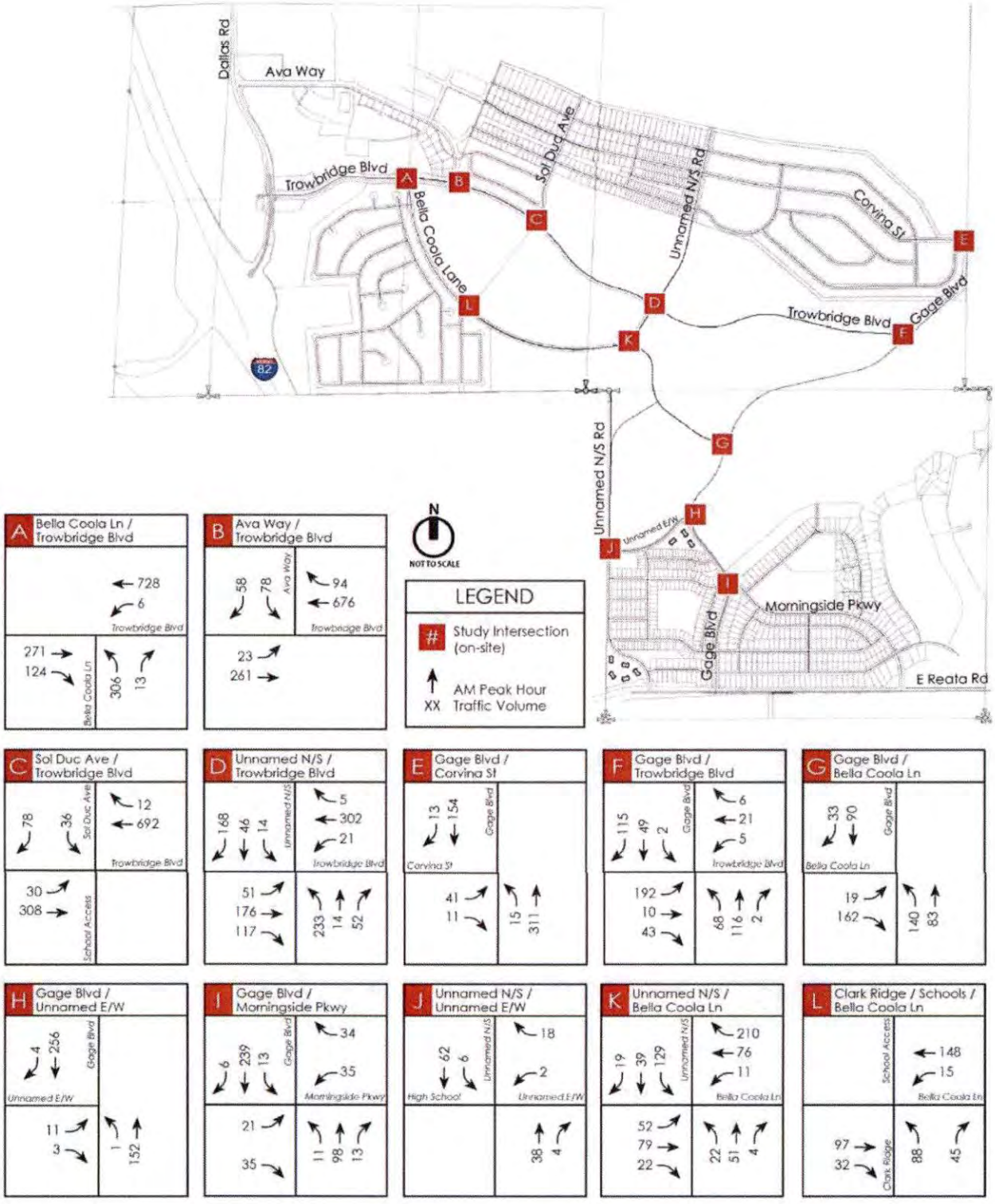


Figure 13: Year 2040 AM Peak Hour Total Project Trip Assignment (on-site)

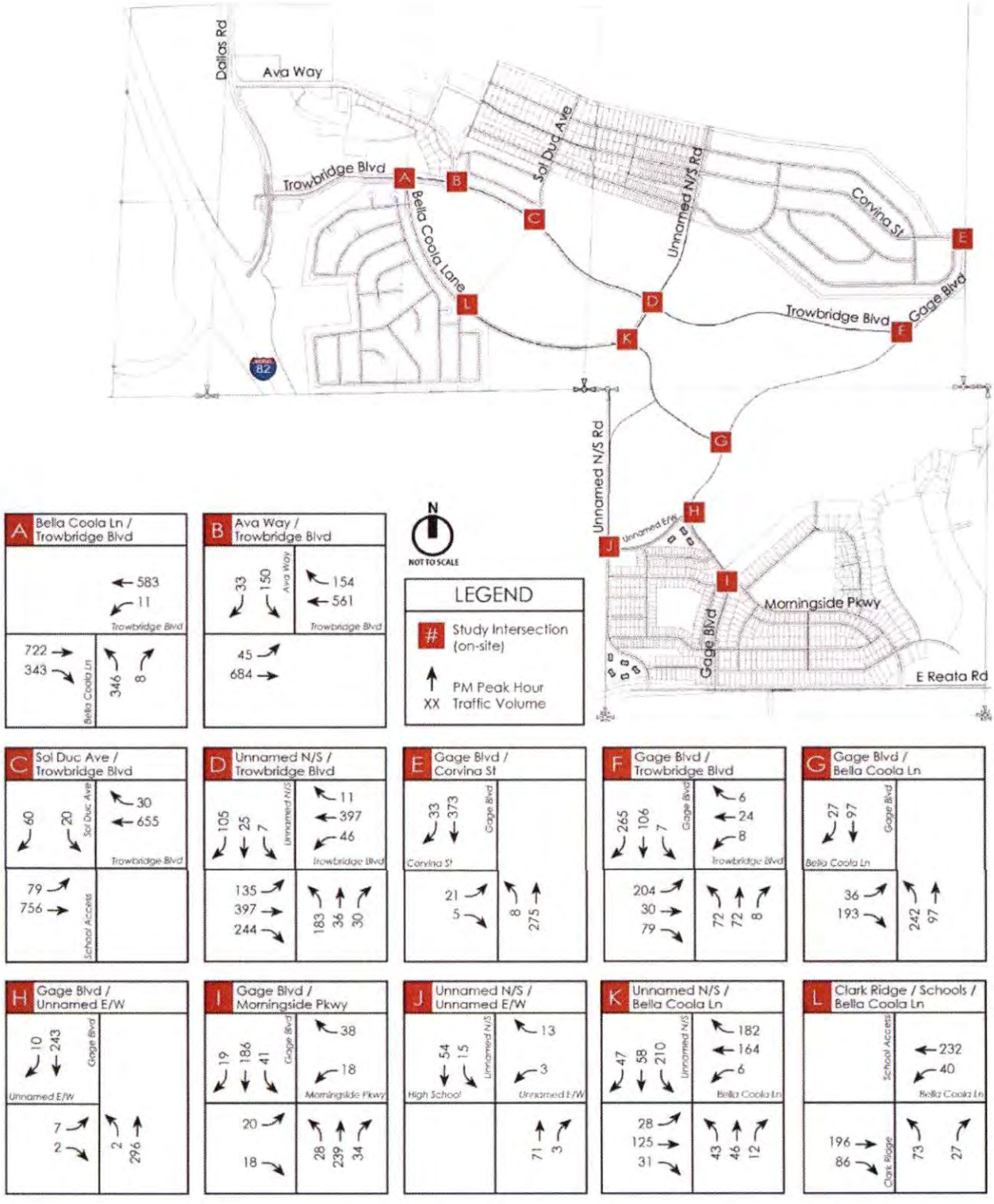


Figure 14: Year 2040 PM Peak Hour Total Project Trip Assignment (on-site)

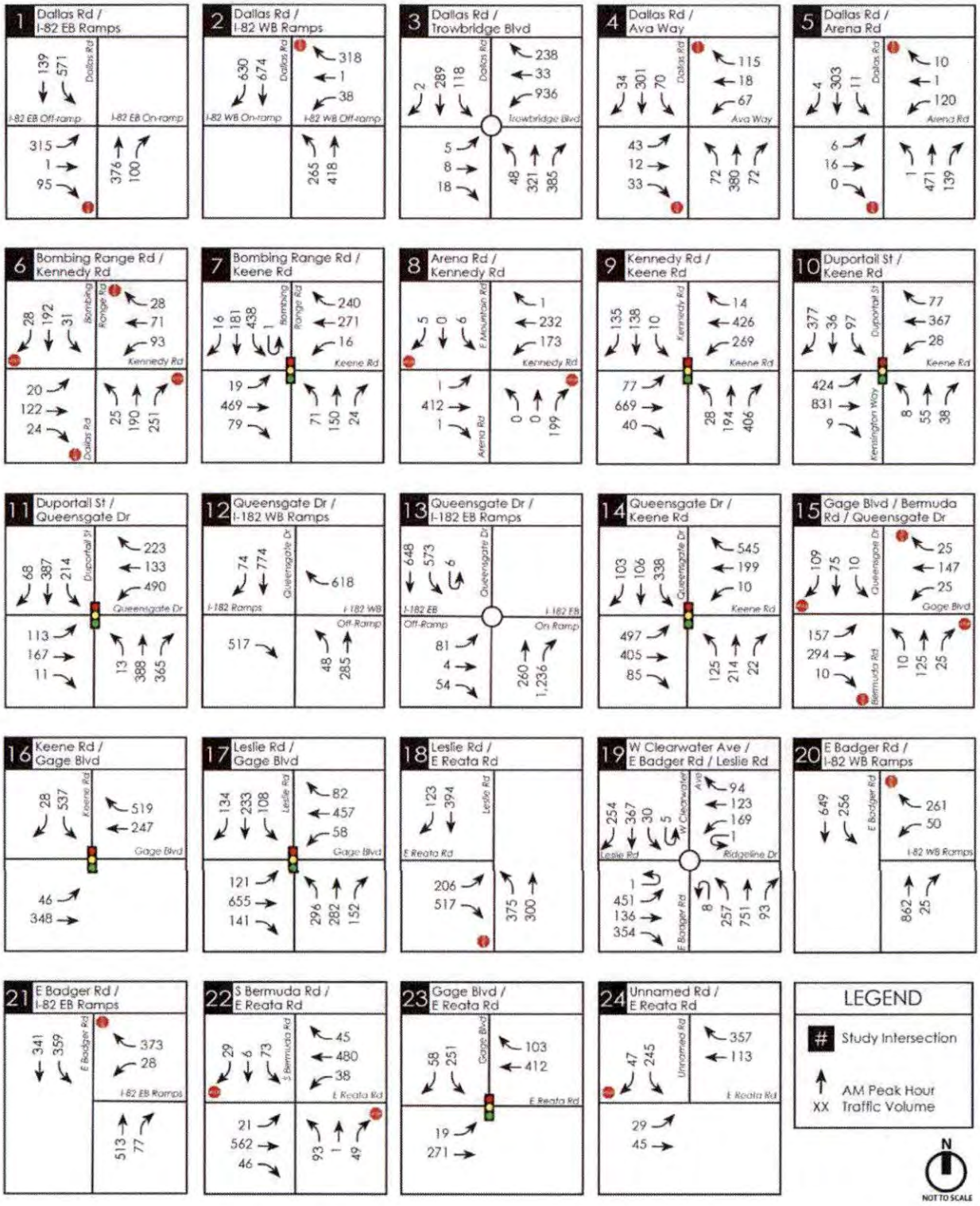


Figure 15: Year 2040 (With Full BMS Buildout) AM Peak Hour Traffic Volumes (off-site)

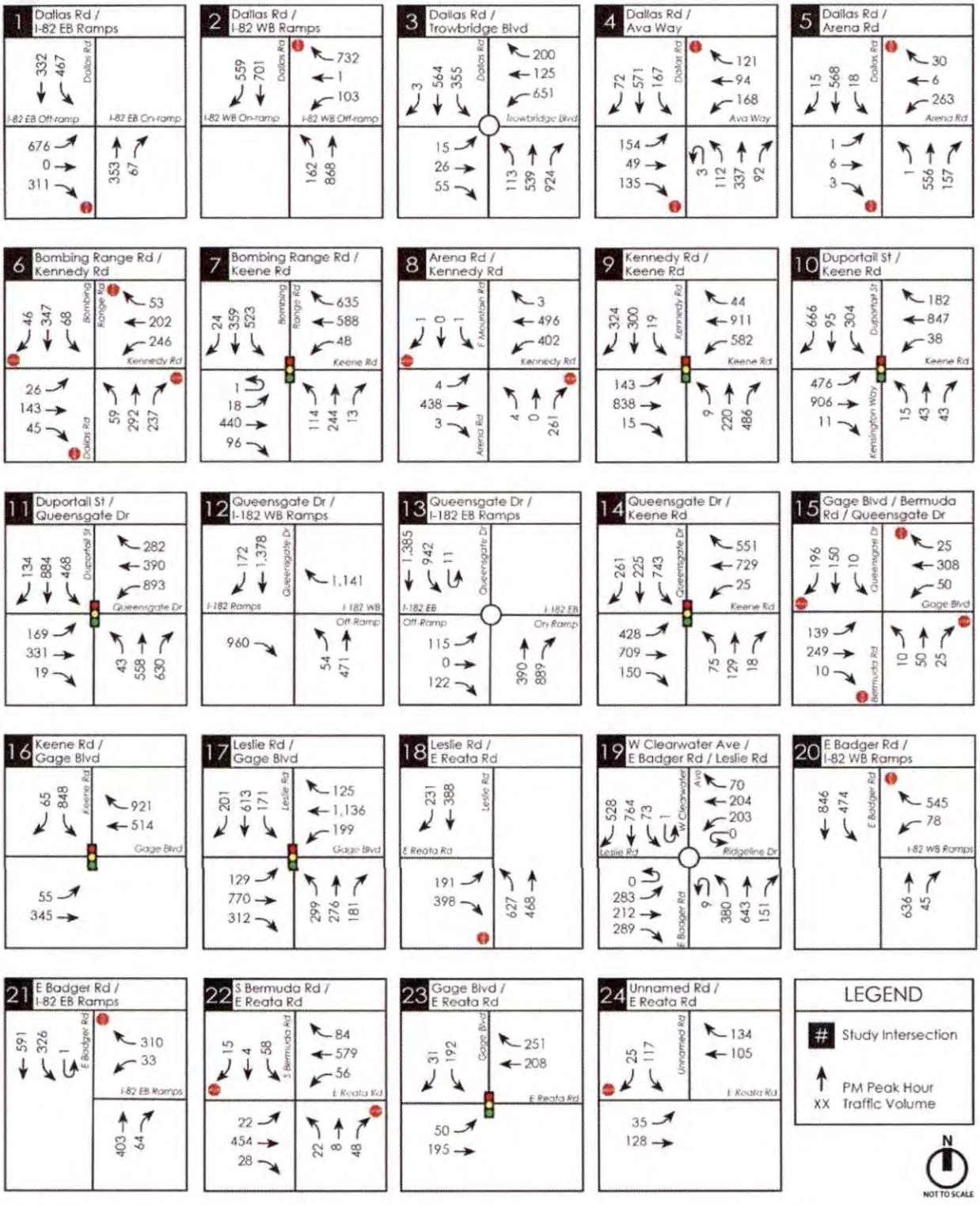


Figure 16: Year 2040 (With Full BMS Buildout) PM Peak Hour Traffic Volumes (off-site)

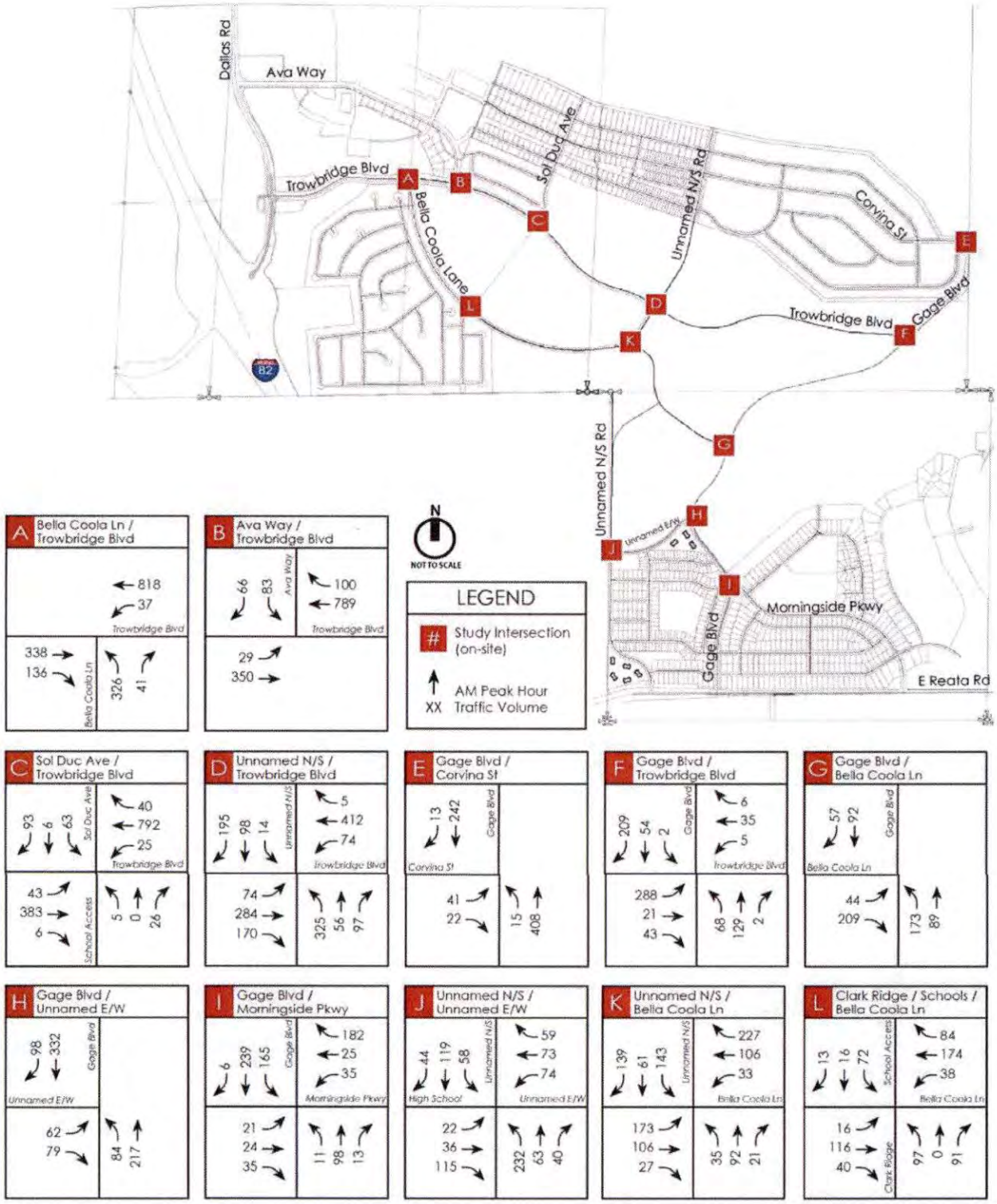


Figure 17: Year 2040 (With Full BMS Buildout) AM Peak Hour Traffic Volumes (on-site)

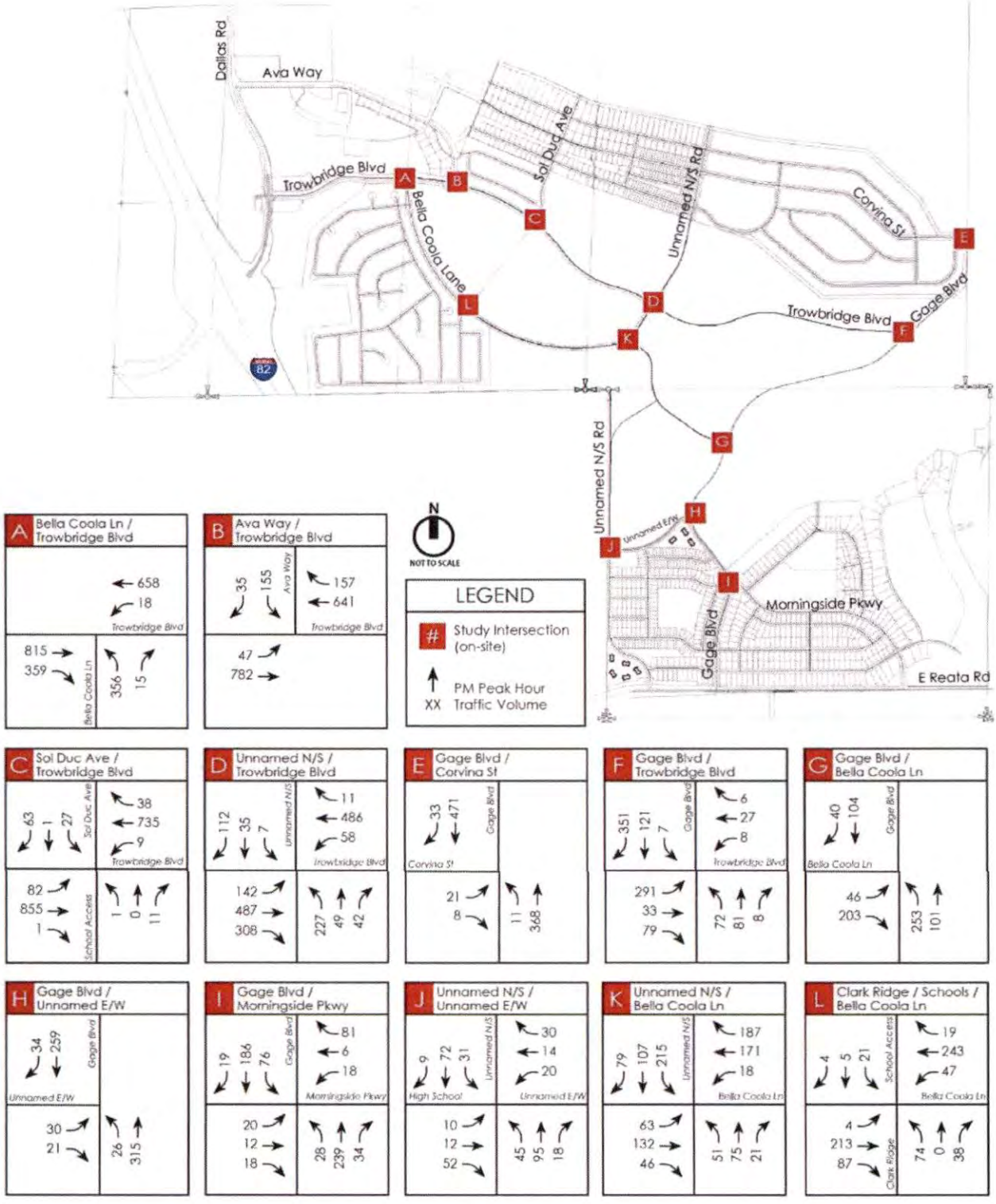


Figure 18: Year 2040 (With Full BMS Buildout) PM Peak Hour Traffic Volumes (on-site)

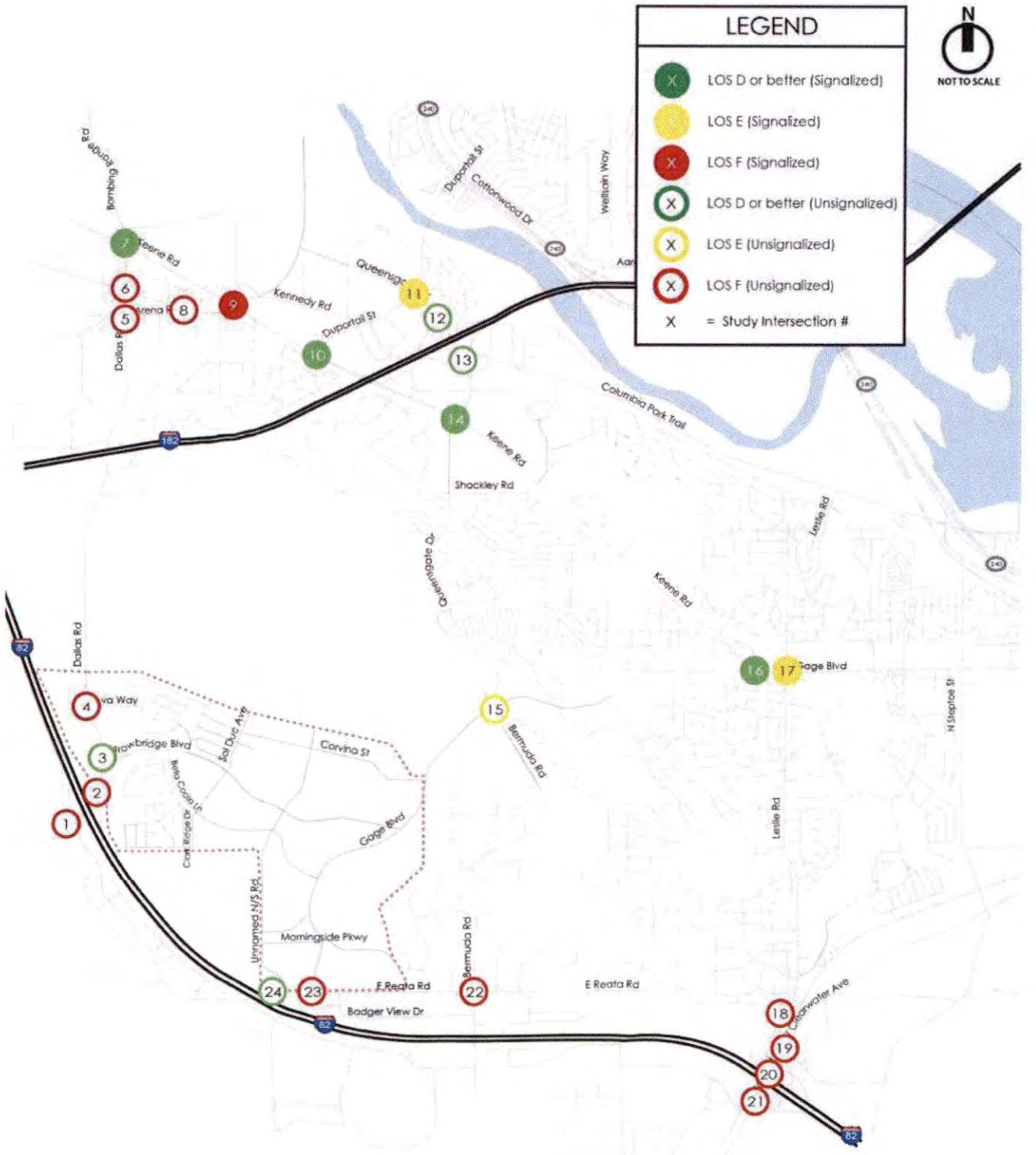


Figure 19: 2040 With Project (Full Build Out) LOS Summary

Future Year 2040 Level of Service at Off-Site Study Intersections

Future year weekday AM and PM peak hour Level of Service (LOS) analyses were conducted at the 24 off-site study intersections for year 2040 with Full Buildout of Badger Mountain South and the 2040 roadway network documented above. The LOS analyses are based on the methodology and procedures outlined in the 6th Edition of the *Highway Capacity Manual* (HCM) using the *Synchro 10* and *SIDRA 9* software program. It should be noted that LOS at on-site intersections within the BMS development are described in a later section.

The weekday AM and PM peak hour LOS results at the off-site study intersections for 2040 with Full Buildout conditions are summarized in **Table 8** (for signals and roundabouts) and **Table 9** (for stop-controlled). The year 2040 LOS results at the off-site intersections are also illustrated in **Figure 19**. The detailed LOS worksheets are included in **Appendix B**.

Table 8
2040 With Full Buildout Peak Hour LOS Summary at Off-Site Study Intersections

	2040 With Full Buildout of BMS			
	AM Peak Hour		PM Peak Hour	
Study Intersection	LOS	Delay (sec)	LOS	Delay (sec)
Signalized Intersections				
7. Bombing Range Road / Keene Road	D	41.8	C	34.6
9. Kennedy Road / Keene Road	C	34.2	F	85.0
10. Duportail Street / Keene Road	C	21.5	D	41.7
11. Duportail Street / Queensgate Drive	B	19.8	E	78.9
14. Queensgate Drive / Keene Road	C	29.2	D	35.7
16. Keene Road / Gage Blvd	C	22.4	C	22.7
17. Leslie Road / Gage Blvd	C	28.4	E	77.3
Roundabout Intersections				
3. Dallas Road / Trowbridge Blvd	B	12.7	D	35.0
13. Queensgate Drive / I-182 EB Ramps	A	6.6	A	7.4
19. Badger Road / Clearwater Ave / Leslie Road	D	26.9	F	63.9
All-Way Stop Controlled Intersections				
6. Bombing Range Road / Kennedy Road	C	16.9	F	88.9
15. Gage Blvd / Queensgate Dr / Bermuda Road	B	14.0	C	21.7
Two-Way Stop Controlled Intersections				
1. Dallas Road / I-82 EB Ramps				
Eastbound Approach	F	>100	F	>100
Southbound Left-Turn	B	13.4	B	11.1
2. Dallas Road / I-82 WB Ramps				
Westbound Shared Left-Thru	F	>100	F	>100
Westbound Right-Turn	C	16.9	F	>100
Northbound Left-Turn	C	23.4	C	16.1

Table 8 continued
2040 With Full Buildout Peak Hour LOS Summary at Off-Site Study Intersections

	2040 With Full Buildout of BMS			
	AM Peak Hour		PM Peak Hour	
Study Intersection / Movement	LOS	Delay (sec)	LOS	Delay (sec)
4. Dallas Road / Ava Way				
Eastbound Left-Turn	F	63.4	F	>100
Eastbound Shared Thru-Right	C	16.0	F	>100
Westbound Left-Turn	F	55.0	F	>100
Westbound Shared Thru-Right	C	16.9	F	>100
Northbound Left-Turn	A	8.3	A	9.7
Southbound Left-Turn	A	8.7	A	9.0
5. Dallas Road / Arena Road				
Eastbound Approach	C	22.4	D	29.3
Westbound Approach	F	67.1	F	>100
Northbound Left-Turn	A	8.0	A	8.8
Southbound Left-Turn	A	9.0	A	9.4
8. Arena Road / Kennedy Road				
Eastbound Left-Turn	A	7.8	A	8.5
Westbound Left-Turn	A	8.9	B	10.3
Northbound Approach	B	14.2	C	22.2
Southbound Approach	D	30.9	F	>100
18. Leslie Road / Reata Road				
Eastbound Left-Turn	F	>100	F	>100
Eastbound Right-Turn	E	41.9	C	21.6
Northbound Left-Turn	B	11.0	C	18.9
20. Badger Road / I-82 WB Ramps				
Westbound Shared Left-Right	F	>100	F	>100
Southbound Left-Turn	B	13.4	B	14.7
21. Badger Road / I-82 EB Ramps				
Westbound Approach	F	>100	F	50.2
Southbound Left-Turn	B	11.5	B	10.0
22. Bermuda Road / Reata Road				
Eastbound Left-Turn	A	8.7	A	9.2
Westbound Left-Turn	A	9.1	A	8.7
Northbound Approach	F	>100	D	32.2
Southbound Approach	F	>100	F	>100
23. Gage Blvd / Reata Road				
Eastbound Left-Turn	A	8.7	A	8.6
Southbound Left-Turn	F	56.7	D	25.0
Southbound Right-Turn	B	12.2	B	10.6
24. Unnamed N/S / Reata Road				
Eastbound Left-Turn	A	8.6	A	7.9
Southbound Left-Turn	C	17.4	B	13.0
Southbound Right-Turn	B	10.4	A	9.4

Signalized, Roundabout, and All-Way Stop Controlled Off-Site Study Intersections

As shown in Table 8, many of the signalized, roundabout, and all-way stop controlled study intersections are estimated to operate at LOS D or better during the AM and PM peak hours in 2040 with full buildout of BMS. Five study intersections are anticipated to operate at LOS E or LOS F, and would require improvements to operate at LOS D or better by year 2040; those intersections are described next along with a description of the proportionate share of traffic generated by BMS.

- **#6 Bombing Range Road/Kennedy Road** is anticipated to operate at LOS F during the PM peak hour. BMS is estimated to add 494 PM peak hour trips (28.0% of total entering traffic). Potential mitigation improvements at this intersection include a roundabout or a signal as discussed further in the mitigation section of this report.
- **#9 Kennedy Road / Keene Road** is anticipated to operate at LOS F during the PM peak hour. BMS is estimated to add 435 PM peak hour trips (11.2% of total entering traffic). Potential mitigation at this intersection includes adding northbound and southbound right-turn overlap phases as discussed further in the mitigation section of this report.
- **#11 Duportail Street / Queensgate Drive** is anticipated to operate at LOS E during the PM peak hour. BMS is estimated to add 330 PM peak hour trips (6.9% of total entering traffic). Recent improvements have been constructed at this intersection which generally render the intersection to be built out. As such, no mitigation is proposed.
- **#17 Leslie Road / Gage Boulevard** is anticipated to operate at LOS E during the PM peak hour. BMS is estimated to add 289 PM peak hour trips (6.6% of total entering traffic). Recent improvements have been constructed at this intersection which generally render the intersection to be built out. As such, no mitigation is proposed.
- **#19 Badger Road / Clearwater Ave / Leslie Road** is anticipated to operate at LOS F during the PM peak hour. BMS is estimated to add 854 PM peak hour trips (22.4% of total entering traffic). Potential mitigation at this intersection includes adding a southbound right-turn slip lane at the roundabout. There is an existing railroad crossing and a pedestrian path located on the northwest corner of this intersection that would be directly impacted by the addition of a southbound right-turn slip lane. Given the potential impacts of this improvement, monitoring and future analysis of this intersection is proposed after BMS project opening to assess traffic volumes and intersection operations based on future conditions to determine if intersection improvements may be necessary to maintain acceptable LOS.

Two-Way Stop Controlled Off-Site Study Intersections

As shown in Table 8, many of individual lane groups at the two-way stop controlled study intersections are estimated to operate at LOS D or better during the AM and PM peak hours in 2040 with full buildout of BMS. Several of the two-way stop controlled study intersections have controlled movements that are anticipated to operate at LOS E or LOS F, and would require improvements to operate at LOS D or better by year 2040; those intersections are described next along with a description of the proportionate share of traffic generated by BMS.

- **#1 Dallas Road/I-82 EB Ramps** – the eastbound approach is anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 830 AM peak hour trips (52.0% of total entering traffic) and 1,187 PM peak hour trips (53.8% of total

entering traffic). Potential mitigation improvements at this intersection include a roundabout **or** a signal as discussed further in the mitigation section of this report.

- **#2 Dallas Road/I-82 WB Ramps** – the westbound shared left-thru lane is anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 1,498 AM peak hour trips (63.9% of total entering traffic) and 2,068 PM peak hour trips (66.2% of total entering traffic). Potential mitigation improvements at this intersection include a roundabout **or** a signal as discussed further in the mitigation section of this report.
- **#4 Dallas Road/Arena Road** – the eastbound and westbound left-turn lanes are anticipated to operate at LOS F during the AM peak hour and the eastbound and westbound approaches are anticipated to operate at LOS F during the PM peak hour. BMS is estimated to add 752 AM peak hour trips (61.8% of total entering traffic) and 1,374 PM peak hour trips (66.2% of total entering traffic). Potential mitigation improvements at this intersection include a roundabout **or** a signal as discussed further in the mitigation section of this report.
- **#5 Dallas Road/Arena Road** – the westbound approach is anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 482 AM peak hour trips (44.5% of total entering traffic) and 667 PM peak hour trips (41.1% of total entering traffic. There is a high volume of traffic traveling from the east on Kennedy Road that utilizes Arena Road as a cut-through to travel southbound on Dallas Road. It is anticipated that the future improvements proposed at the Kennedy Road/Dallas Road intersection (either a future roundabout or a future signal) will reroute a majority of this cut-through traffic to continue westbound on Kennedy Road instead of taking a westbound left-turn onto Arena Road. Shifting westbound traffic away from the Dallas Road/Arena Road intersection will improve side-street traffic operations on Arena Road and therefore, no mitigation improvements are proposed at this intersection.
- **#8 Arena Road / Kennedy Road** – the southbound approach is anticipated to operate at LOS F during the PM peak hour. BMS is estimated to add 436 PM peak hour trips (27.0% of total entering traffic). The anticipated level-of-service failure at this intersection stems from the delay experienced by two southbound trips exiting a residential driveway. Additionally, there is a high volume of traffic traveling from the east on Kennedy Road that utilizes Arena Road as a cut-through to travel southbound on Dallas Road. It is anticipated that the future improvements proposed at the Kennedy Road/Dallas Road intersection (either a future roundabout or a future signal) will reroute a majority of this cut-through traffic to continue westbound on Kennedy Road instead of taking a westbound left-turn onto Arena Road. Shifting westbound left-turn traffic away from the Arena Road/Kennedy Road intersection will improve side-street traffic operations on Arena Road and therefore, no mitigation improvements are proposed at this intersection.
- **#18 Leslie Road/Reata Road** – the eastbound left-turn lane is anticipated to operate at LOS F during the AM and PM peak hours and the eastbound right-turn lane is anticipated to operate at LOS E during the AM peak hour. BMS is estimated to add 461 AM peak hour trips (24.1% of total entering traffic) and 618 PM peak hour trips (26.8% of total entering traffic). Potential mitigation improvements at this intersection include a proposed roundabout **or** a proposed signal as discussed further in the mitigation section of this report.

- **#20 Badger Road/I-82 WB Ramps** – the westbound approach is anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 368 AM peak hour trips (17.5% of total entering traffic) and 525 PM peak hour trips (20.0% of total entering traffic). Potential mitigation improvements at this intersection include a proposed roundabout **or** a proposed signal as discussed further in the mitigation section of this report.
- **#21 Badger Road/I-82 EB Ramps** – the westbound approach is anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 239 AM peak hour trips (14.1% of total entering traffic) and 214 PM peak hour trips (12.4% of total entering traffic). Potential mitigation improvements at this intersection include a proposed roundabout **or** a proposed signal as discussed further in the mitigation section of this report.
- **#22 Bermuda Road/Reata Road** – the northbound and southbound approaches are anticipated to operate at LOS F during the AM and PM peak hours. BMS is estimated to add 512 AM peak hour trips (35.5% of total entering traffic) 677 PM peak hour trips (49.1% of total entering traffic). Potential mitigation improvements at this intersection include a roundabout **or** a signal as discussed further in the mitigation section of this report.
- **#23 Gage Blvd/Reata Road** – the southbound left-turn lane is anticipated to operate at LOS F. BMS is estimated to add 603 AM peak hour trips (54.1% of total entering traffic). Potential mitigation improvements at this intersection include a roundabout **or** a signal as discussed further in the mitigation section of this report.

At the locations listed above where improvements are necessary to maintain LOS D or better during weekday AM and PM peak hours in 2040, mitigation has been identified. Specific mitigation measures and proportionate share contribution of BMS traffic is discussed in greater detail in the ***Mitigation*** section of the report.

Future Year 2040 Level of Service at On-Site Study Intersections

Future year weekday AM and PM peak hour LOS analyses were conducted at the 12 on-site study intersections for year 2040 with full buildout of Badger Mountain South and the preliminary internal roadway layout as shown previously in **Figure 2**. It should be noted that LOS at intersections outside of the BMS development (off-site study intersections) were described in the prior section.

The LOS analyses are based on the methodology and procedures outlined in the 6th Edition of the *Highway Capacity Manual* (HCM) using the *Synchro 10* and *SIDRA 9* software program.

Table 9 and Table 10 summarize the weekday AM and PM peak hour LOS results at the 12 on-site study intersections for 2040 with Full Buildout conditions. The detailed LOS worksheets are included in **Appendix F.**

The LOS analyses at intersections within the BMS development include turn lanes, channelization, and intersection control (i.e. stop sign or roundabout) necessary to ensure the on-site intersections would operate at acceptable LOS during the AM and PM peak hours with full buildout in 2040. The majority of the on-site study intersections will operate at LOS D or better with two-way stop control (side streets stop controlled and primary street free flow). However, at intersections A, B, D, and K, more than one option was identified for control of the intersection, and the LOS results for both options are presented in **Table 9 and Table 10.** The specific lane channelization assumptions for both of the proposed control options at intersections A, B, D, and K is included in **Appendix G.**

As shown in **Tables 9** and **10**, all controlled movements at the unsignalized BMS internal (on-site) intersections and all proposed roundabout or signalized intersections are expected to operate at LOS D or better during the AM and PM peak hours with exception to the following:

- **C. Sol Duc Ave/Trowbridge Blvd** – the southbound approach is anticipated to operate at LOS E during the AM peak hour. Given that Sol Duc Ave is a minor side street roadway, no improvements are proposed for this side-street approach.

Table 9
2040 With Full Buildout AM Peak Hour LOS Summary for On-Site Study Intersections

Study Intersection / Movement	Intersection Control Options							
	Roundabout		Signal		Two-Way Stop		All-Way Stop	
	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
A. Bella Coola Lane / Trowbridge Blvd	A	7.9	B	10.2	-	-	-	-
B. Ava Way / Trowbridge Blvd	B	11.6	B	15.4	-	-	-	-
C. Sol Duc Ave / Trowbridge Blvd								
Eastbound Left-Turn	-	-	-	-	B	10.2	-	-
Westbound Left-Turn	-	-	-	-	A	8.3	-	-
Northbound Approach	-	-	-	-	C	15.6	-	-
Southbound Approach	-	-	-	-	E	42.6	-	-
D. Unnamed N/S / Trowbridge Blvd	B	14.3	D	38.2	-	-	-	-
E. Gage Blvd / Corvina S								
Eastbound Approach	-	-	-	-	B	12.6	-	-
Northbound Left-Turn	-	-	-	-	A	7.9	-	-
F. Gage Blvd / Trowbridge Blvd								
Eastbound Left-Turn	-	-	-	-	C	24.2	-	-
Eastbound Shared Thru-Right	-	-	-	-	B	10.7	-	-
Westbound Approach	-	-	-	-	B	13.2	-	-
Northbound Left-Turn	-	-	-	-	A	8.0	-	-
Southbound Left-Turn	-	-	-	-	A	7.5	-	-
G. Gage Blvd / Bella Coola Lane								
Eastbound Left-Turn	-	-	-	-	B	13.2	-	-
Eastbound Right-Turn	-	-	-	-	B	10.4	-	-
Northbound Left-Turn	-	-	-	-	A	8.0	-	-
H. Gage Blvd/ Unnamed E/W								
Eastbound Approach	-	-	-	-	B	14.9	-	-
Northbound Left-Turn	-	-	-	-	A	8.6	-	-
I. Gage Blvd / Morningside Pkwy								
Eastbound Approach	-	-	-	-	C	16.1	-	-
Westbound Approach	-	-	-	-	C	15.0	-	-
Northbound Left-Turn	-	-	-	-	A	7.8	-	-
Southbound Left-Turn	-	-	-	-	A	7.8	-	-
J. Unnamed N/S / Unnamed E/W								
Eastbound Left-Turn	-	-	-	-	D	27.8	-	-
Eastbound Shared Thru-Right	-	-	-	-	B	13.7	-	-
Westbound Left-Turn	-	-	-	-	D	34.8	-	-
Westbound Shared Thru-Right	-	-	-	-	C	18.9	-	-
Northbound Left-Turn	-	-	-	-	A	8.2	-	-
Southbound Left-Turn	-	-	-	-	A	7.6	-	-
K. Unnamed N/S / Bella Coola Lane	A	7.3	-	-	-	-	C	15.9
L. Clark Ridge Dr / Bella Coola Lane								
Eastbound Left-Turn	-	-	-	-	A	7.9	-	-
Westbound Left-Turn	-	-	-	-	A	7.7	-	-
Northbound Approach	-	-	-	-	C	15.0	-	-
Southbound Approach	-	-	-	-	C	17.0	-	-

Table 10
2040 With Full Buildout PM Peak Hour LOS Summary for On-Site Intersections

	Intersection Control Options							
	Roundabout		Signal		Two-Way Stop		All-Way Stop	
Study Intersection / Movement	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
A. Bella Coola Lane / Trowbridge Blvd	B	11.3	B	14.0	-	-	-	-
B. Ava Way / Trowbridge Blvd	B	12.6	B	16.7	-	-	-	-
C. Sol Duc Ave / Trowbridge Blvd								
Eastbound Left-Turn	-	-	-	-	B	10.2	-	-
Westbound Left-Turn	-	-	-	-	B	10.0	-	-
Northbound Approach	-	-	-	-	C	19.0	-	-
Southbound Approach	-	-	-	-	D	31.0	-	-
D. Unnamed N/S / Trowbridge Blvd	C	18.7	D	40.8	-	-	-	-
E. Gage Blvd / Corvina S								
Eastbound Approach	-	-	-	-	B	14.0	-	-
Northbound Left-Turn	-	-	-	-	A	8.6	-	-
F. Gage Blvd / Trowbridge Blvd								
Eastbound Left-Turn	-	-	-	-	D	30.9	-	-
Eastbound Shared Thru-Right	-	-	-	-	B	12.4	-	-
Westbound Approach	-	-	-	-	C	15.2	-	-
Northbound Left-Turn	-	-	-	-	A	8.8	-	-
Southbound Left-Turn	-	-	-	-	A	7.4	-	-
G. Gage Blvd / Bella Coola Lane								
Eastbound Left-Turn	-	-	-	-	C	15.6	-	-
Eastbound Right-Turn	-	-	-	-	B	10.3	-	-
Northbound Left-Turn	-	-	-	-	A	8.2	-	-
H. Gage Blvd/ Unnamed E/W								
Eastbound Approach	-	-	-	-	B	12.0	-	-
Northbound Left-Turn	-	-	-	-	A	8.0	-	-
I. Gage Blvd / Morningside Pkwy								
Eastbound Approach	-	-	-	-	B	14.1	-	-
Westbound Approach	-	-	-	-	B	12.1	-	-
Northbound Left-Turn	-	-	-	-	A	7.8	-	-
Southbound Left-Turn	-	-	-	-	A	8.1	-	-
J. Unnamed N/S / Unnamed E/W								
Eastbound Left-Turn	-	-	-	-	B	11.6	-	-
Eastbound Shared Thru-Right	-	-	-	-	A	9.7	-	-
Westbound Left-Turn	-	-	-	-	B	11.9	-	-
Westbound Shared Thru-Right	-	-	-	-	B	10.1	-	-
Northbound Left-Turn	-	-	-	-	A	7.5	-	-
Southbound Left-Turn	-	-	-	-	A	7.5	-	-
K. Unnamed N/S / Bella Coola Lane	A	7.4	-	-	-	-	C	17.9
L. Clark Ridge Dr / Bella Coola Lane								
Eastbound Left-Turn	-	-	-	-	A	7.9	-	-
Westbound Left-Turn	-	-	-	-	A	8.1	-	-
Northbound Approach	-	-	-	-	C	17.2	-	-
Southbound Approach	-	-	-	-	C	16.4	-	-

Roadway Functional Classification for BMS Roads

This section uses the future 2040 traffic volumes projections to compare to the City's roadway functional classifications, and recommends roadway classifications for primary roadways within the BMS development. Future 2040 average daily traffic (ADT) for roadways within BMS were estimated based on the weekday AM and PM peak hour volumes multiplied by a k-factor of 9%.

Recommended roadway classifications for the internal roadways serving BMS were evaluated based on the City of Richland's preliminary functional classification recommendations, which are provided in **Appendix H**. Those functional classifications include a range of average daily traffic (ADT) for a range of roadway types, including principal arterial, minor arterial, major collector, and local road.

Table 11 summarizes recommended roadway classifications and number or travel lanes for roadways within and serving BMS. The recommendations are based on review of 2040 ADT and comparison to the City's functional classification recommendations (**Appendix H**). These recommendations are generally consistent with the functional classifications identified by the City for the BMS internal roadways with a few exceptions which are recommended to be re-considered by the City based on the future ADT projections in 2040.

Dallas Road between Trowbridge and I-82 – re-consideration as a Principal Arterial with 4-5 travel lanes.

Trowbridge Blvd between Dallas Road and east of Ava Way to Unnamed N/S Road – re-consideration as a Principal Arterial with 4-5 travel lanes.

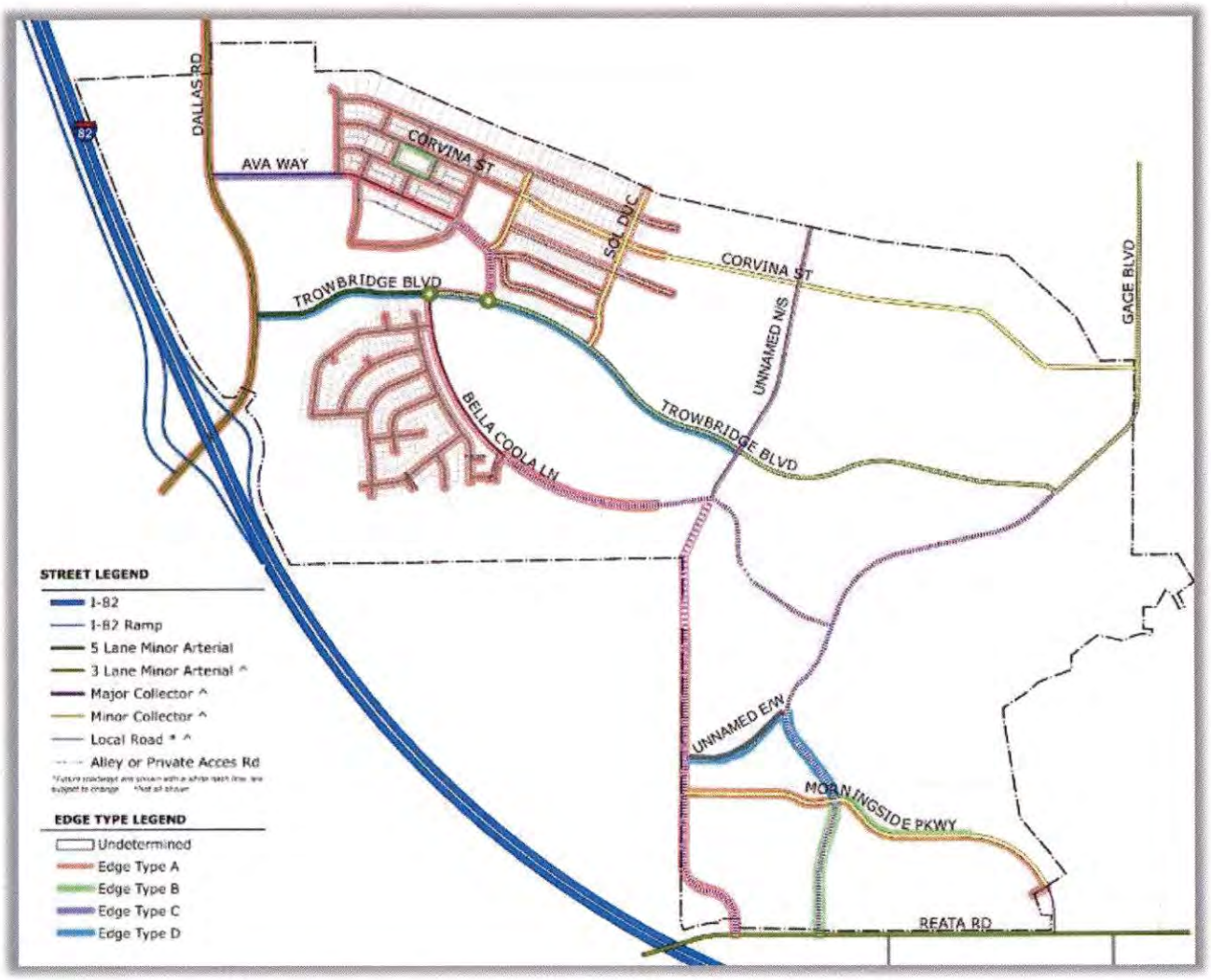
Table 11
Preliminary Functional Classification Recommendations for BMS Internal Roadways

Roadway / location	2040 PM Peak Hour Traffic Volume (total of both directions)	Estimated Average Daily Traffic (ADT) [1]	Preliminary # of Lanes	Preliminary Functional Classification Recommendation
Dallas Road				
north of Ava Way	1,422	15,800	2-3	Minor Arterial
south of Trowbridge Blvd	2,846	31,600	4-5	Principal Arterial [2]
Ava Way				
east of Dallas Rd	691	7,700	2-3	Major Collector
north of Trowbridge Blvd	394	4,400	2-3	Major Collector
Trowbridge Blvd				
east of Dallas Rd	2,281	25,300	4-5	Principal Arterial [2]
east of Bella Coola Ln	1,506	16,700	5	Principal Arterial [2]
east of Ava Way	1,735	19,300	3	Principal Arterial [2]
east of Unnamed N/S	1,091	12,100	3	Minor Arterial
west of Gage Blvd	853	9,500	3	Minor Arterial
Bella Coola Ln				
south of Trowbridge Blvd	748	8,300	2-3	Major Collector
west of Unnamed N/S	542	6,000	2-3	Major Collector
east of Unnamed N/S	744	8,300	2-3	Major Collector
west of Gage Blvd	542	6,000	2-3	Major Collector
Unnamed N/S				
South of Trowbridge Blvd	716	8,000	2-3	Major Collector
South of Bella Coola Ln	318	3,500	2-3	Major Collector
North of Unnamed E/W	248	2,700	2-3	Major Collector
South of Unnamed E/W	302	3,400	2-3	Major Collector
Unnamed E/W				
East of Unnamed N/S	125	1,400	2	Local Road
West of Gage Blvd	111	1,200	2	Local Road
Gage Blvd				
Northeast of Corvina St	893	9,900	2-3	Minor Arterial
North of Trowbridge Blvd	857	9,500	2-3	Minor Arterial
South of Trowbridge Blvd	369	4,100	2-3	Major Collector
South of Bella Coola Ln	661	7,300	2-3	Major Collector
South of Unnamed E/W	621	6,900	2-3	Major Collector
North of Reata Rd	524	5,800	2-3	Major Collector

1. ADT volumes were estimated from PM peak hour volumes with an applied K-factor of 9%.
2. Recommended for re-consideration as a Principal Arterial based on ADT projection by 2040.

The number of travel lanes identified in **Table 11** is based on the future ADT by 2040 as well as the anticipated intersection control at the intersections along each roadway segment. Consideration may be given to whether 4 lane roadways should be 5 lanes in order to accommodate left-turns onto future internal roadway connections.

The snip below illustrates a preliminary draft version of the internal roadway network plan for BMS showing primary roadways and alignments within the development area. The preliminary roadway classifications are generally consistent with those identified in **Table 11**. It is anticipated that this information will be reviewed as part of this traffic analysis, and may be updated based on discussions with City staff in determining the most appropriate roadway classifications for BMS roads.



MITIGATION MEASURES

This section identifies potential improvements necessary to mitigate off-site intersections forecast to operate at LOS E or LOS F in 2040 with full buildout of the BMS development. Although some study intersections may require mitigation to operate at acceptable LOS during one of the earlier development phases (2025, 2030, or 2040), the specific mitigation measures identified in this section are intended to fully mitigate impacts of the full BMS buildout in 2040.

Based on the traffic analysis documented in this TIA for year 2040 future conditions with full buildout of the BMS project, a total of 15 off-site study intersections are forecast to operate at LOS E or F in 2040 with full buildout of BMS. However, it should be noted that 4 of the intersections that are forecast to operate at LOS E or F in 2040 have recently been improved or are anticipated to improve as a result of other planned intersection or roadway improvements in the vicinity. Therefore, potential mitigation measures were identified at 11 off-site study intersections as shown in **Table 12**.

Table 12 also identifies the estimated development phase (and year) in which the mitigation measure is likely to be needed, and provides a preliminary estimated pro-rata share of mitigation for the BMS development based on year 2040 traffic volumes with full buildout of BMS.

Table 12
Summary of Mitigation Measures at Off-Site Study Intersections

Study Intersection	Potential Mitigation Measure [1]	Development Phase (Year) Improvement Needed [2]	Estimated BMS Pro-Rata Share [3]
1. Dallas Road / I-82 EB Ramps	RAB or signal	2025	52–54%
2. Dallas Road / I-82 WB Ramps	RAB or signal	2025	64–66%
4. Dallas Road / Ava Way	RAB or signal	2025	62–66%
6. Bombing Range Rd / Kennedy Rd	RAB or signal	2030	28%
9. Kennedy Rd / Keene Road	NB+SB RT overlap phases at signal	2030	11%
18. Leslie Road / Reata Road	RAB or signal	2030	24–27%
19. Badger Rd / Clearwater Ave / Leslie Rd	SB right-turn slip lane at RAB	2040	22%
20. Badger Road / I-82 WB Ramps	RAB or signal	2025	18–20%
21. Badger Road / I-82 EB Ramps	RAB or signal	2030	12–14%
22. Bermuda Road / Reata Road	RAB or signal	2030	36–49%
23. Gage Blvd / Reata Road	RAB or signal	2030	54%

1. RAB = roundabout
2. Based on the anticipated year buildout of the development phase (either 2025, 2030, 2035 or 2040).
3. Pro-rata share based on weekday year 2040 AM and PM peak hour traffic volumes.

Although improvements to mitigate future AM and PM peak hour LOS deficiencies at off-site study intersections with full buildout of BMS in 2040 have been preliminarily identified in **Table 12**, the specific mitigation to be constructed, the timing of the mitigation, and the pro-rata share contributions for BMS are anticipated to be refined and confirmed based on input and evaluation from the project Applicant the City of Richland, and other stakeholders (West Richland and Benton County) as necessary. The final mitigation measures, timing of the mitigation, and pro-rata share contribution

percentages are anticipated to be established in a new or updated Master Agreement for the BMS development.

Weekday AM and PM peak hour LOS analyses were conducted for each of the mitigation options at the 11 off-site study intersections for which mitigation measures were identified. The LOS results are summarized in **Tables 13 and 14,** respectively. A summary of the channelization assumptions at each intersection with more than one mitigation option is included **Appendix G**. The detailed LOS reports are included in **Appendix I**.

All identified mitigation measures at the study intersections are expected to result in LOS D or better operations during both the AM and PM peak hours in 2040 with full buildout of the BMS development.

Table 13
2040 Full Buildout and Mitigation - AM Peak Hour Intersection LOS Summary

	Mitigation Measures					
	Roundabout		Signal		Overlap Phasing	
Study Intersection	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (Sec)
1. Dallas Road / I-82 EB Ramps	C	18.0	C	23.6	-	-
2. Dallas Road / I-82 WB Ramps	B	11.4	B	13.6	-	-
4. Dallas Road / Ava Way	A	7.8	B	16.5	-	-
6. Bombing Range Rd / Kennedy Rd	A	6.5	B	12.0	-	-
9. Kennedy Rd / Keene Road	-	-	-	-	D	49.8
18. Leslie Road / Reata Road	C	20.0	B	18.6	-	-
19. Badger Rd / Clearwater Ave / Leslie Rd	D	25.5	-	-	-	-
20. Badger Road / I-82 WB Ramps	C	22.4	B	10.0	-	-
21. Badger Road / I-82 EB Ramps	B	13.4	D	45.5	-	-
22. Bermuda Road / Reata Road	A	9.4	A	7.7	-	-
23. Gage Blvd / Reata Road	A	7.5	A	8.6	-	-

Table 14
2040 Full Buildout and Mitigation - PM Peak Hour Intersection LOS Summary

	Mitigation Options					
	Roundabout		Signal		Overlap Phasing	
Study Intersection	LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (Sec)
1. Dallas Road / I-82 EB Ramps	D	34.0	D	51.2	-	-
2. Dallas Road / I-82 WB Ramps	C	22.4	B	11.6	-	-
4. Dallas Road / Ava Way	D	34.0	C	27.5	-	-
6. Bombing Range Rd / Kennedy Rod	B	13.9	B	17.5	-	-
9. Kennedy Rd / Keene Road	-	-	-	-	C	33.9
18. Leslie Road / Reata Road	D	26.0	B	19.1	-	-
19. Badger Rd / Clearwater Ave / Leslie Rd	D	29.3	-	-	-	-
20. Badger Road / I-82 WB Ramps	C	20.5	B	12.0	-	-
21. Badger Road / I-82 EB Ramps	B	12.6	B	16.6	-	-
22. Bermuda Road / Reata Road	A	9.2	A	7.1	-	-
23. Gage Blvd / Reata Road	A	6.1	A	7.9	-	-

PCM 1.9

Preliminary Storm Drainage Report

Harvest Ridge
Benton County, Washington

Prepared for:
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APPENDICES

Appendix A: HydroCAD Model
HydroCAD Report
NRCS Web Soil Survey Data

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Certificate of Engineer

Design for the storm system was done in accordance with the Benton County Storm Codes Design and Construction Standards – General Layout Design Standards Section. Design for the storm systems was also done in compliance with applicable sections of the Stormwater Management Manual for Eastern Washington. The technical information and data contained in this report was prepared under the direction and supervision of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

This document was:

Prepared by: _____
Sonia Barakoti, EIT

Approved by: _____
Jason Mattox, P.E.

1 INTRODUCTION

1.1 General

Harvest Ridge is a project seeking to develop 143 residential lots in three phases. The site is located in Section 5, Township 8 North, Range 28 East, W.M. in Benton County, Washington. The site backs up against the Interstate 82 Highway to the west and is south of the West Village residential development located in Richland.

1.2 Project Description

This preliminary storm drainage report addresses the stormwater runoff generated by a roadway standard section with a 28-feet asphalt width, 1-foot gravel shoulder, 12-feet wide roadside ditch, and 6-feet pedestrian walkway. Storm runoff generated on-site will be retained on-site through surface and subsurface infiltration in accordance with current Benton County Code and the Stormwater Management Manual for Eastern Washington (SMMEW) (Publication No. 18-10-044, August 2019). This report looks at a preliminary storm design for a typical drainage basin and typical infiltration swale. Future UIC devices may be needed at concentrated roadway low points, and would be designed upon final site design.

2 EXISTING CONDITIONS

2.1 Topography

The site comprises approximately 173.36 acres in a roughly rectangular shape which has been truncated by neighboring parcels. The project site is divided into three phases – Phase 1 (42 lots), phase 2 (54 lots) and phase 3 (47 lots). The property is bounded to the west by I-82 and by an existing residential development to the north. Existing agricultural properties can be found to the east and south. The site is currently under agricultural production. Based on available preliminary topographical data, the site slopes north, north-easterly, and north-westerly toward low-lying areas that continue to slope in those directions. Slopes vary from 1% in the highest elevations to as much as 17% in the low-lying drainage-like areas.

2.2 Land Use

The site is currently used for agriculture. The property to the north is residential development. Property to the south, west and east of the site is agriculture. There is an existing building to the southeast on the site, and it is unknown if it is to remain.

2.3 Drainage Patterns

The majority of the development drains from the south to the north, northeast, and northwest. Currently, all the precipitation that enters the site is presumed to infiltrate into surface soils. There are no existing drainages entering the site. The existing low-lying drainage areas have been cut-off by I-82 from receiving offsite drainage. Development of the area north of the site will prevent drainage from leaving the site in that direction. A small area of the site to the east drains toward a drainage-way that continues north-easterly. This drainage-way could see some runoff from the area south of the site and could potentially have some runoff flow off-site.

There is not a water body located on the site. The proposed project will convey stormwater to the surface and subsurface infiltration systems and no stormwater is anticipated to discharge off site upon final site grading and roadway installation.

2.4 Water Wells, Septic Tanks, etc.

There are no known wells or septic systems on site. Residences to the east and across I-82 appear to have wells and septic systems. The stormwater management plan will follow the guidelines set forth by the Benton-Franklin Health District and the Washington State Department of Ecology, for well head protection.

3 DESIGN AND PROJECT COMPLIANCE

Benton County requires the proposed project to comply with the standards and requirements of the SMMEW. This project is part of a common plan of development and will comply with the eight core elements listed in the SMMEW.

The eight core elements this project and report will address are:

- Preparation of a Stormwater Site Plan
- Construction Stormwater Pollution Prevention
- Source Control of Pollution
- Preservation of Natural Drainage Systems
- Runoff Treatment
- Flow Control
- Operation and Maintenance
- Local Requirements

3.1 Preparation of a Stormwater Site Plan

Design plans will be prepared by a licensed professional engineer and submitted with each phase of the project construction that is permitted for the site.

3.2 Construction Stormwater Pollution Prevention

The intent of this element is to ensure adequate measures are taken to address construction stormwater. The contractor, selected by the owner, will be appointed as the Erosion Control Lead for this project. The owner will be responsible for a construction Stormwater Pollution Prevention Plan (SWPPP) as well as compliance with the NPDES Construction Stormwater General Permit.

The plan is as follows:

- The contractor should see at a minimum to provide the following measures:
- To control erosion during construction, existing catch basin grates should be wrapped in geotextile fabric or have a silt sack placed in the grate prior to construction, existing roadsides ditches shall have straw waddles placed to prevent sediment laden water traveling downstream of the property, and all downstream property boundaries should have silt fencing measures in place to prevent sediment laden runoff from leaving the site.
- To prevent wind-blown erosion, the contractor should use person-operated watering devices. No unattended watering of the site should be allowed.
- The site should have a construction entrance with a rip rap pad present to prevent the tracking of mud onto County streets. Any mud that is tracked onto County streets should be swept up to prevent sediment from entering the County storm facilities. This maintenance should be the responsibility of the contractor during construction.
- All construction storm facilities shall be protected from sediment intrusion until disturbed soils are stabilized. All disturbed soil areas must be stabilized immediately upon completion of construction.

3.3 Source Control of Pollution

The intent of source control BMPs is to prevent pollutants from coming into contact with stormwater. Following construction, projects shall apply all known, available, and reasonable source control BMPs. Source control BMPs shall be selected, designed and maintained according to the SMMEW. Applicable means of source control include but are not limited to preventative maintenance, spill prevention & cleanup, employee training inspections, and good housekeeping.

3.4 Preservation of Natural Drainage Systems

In order to maintain and preserve natural drainage on-site, all stormwater runoff produced will be retained and infiltrated on-site via roadside swales and will be discharged at or below the rate and volume that existed prior to development or infiltrated through underground injection control (UIC) devices. The UIC devices will infiltrate stormwater runoff at the runoff source. The intent of the design is to preserve the existing infiltration volumes to a condition equal to or better than their current conditions.

3.5 Runoff Treatment

The stormwater treatment methodology will seek to provide runoff treatment via surface and sub-surface infiltration methods as defined in the SMMEW.

The roadside swales are expected to retain and infiltrate runoff. At localized roadway low points, swales would have an overflow to a sub-surface UIC infiltration system that will also seek to provide stormwater treatment via infiltration into vadose zone materials. The required design storm for non-linked networks is a Type 1A 24-hour storm with a 25-year storm return period.

3.6 Flow Control

The site will be utilizing a combination of roadside swales and subsurface infiltration UIC's and no off-site discharge to surface water is anticipated to occur. Wherever possible, infiltration methods will be targeted as the primary means of flow control on the site.

3.7 Operation and Maintenance

Upon project completion, all stormwater facilities within the project limits will be owned and maintained by the County and will be subjected to their current operations and maintenance programs compliant with the SMMEW. All proposed improvements are in compliance with Benton County code and are detailed using County standard details and notes identified on the construction plans.

3.8 Local Requirements

Benton County requires that stormwater disposal methodologies be compliant with Benton County Code and the SMMEW.

4 STORMWATER SYSTEM DESIGN

The stormwater runoff from the new impervious surfaces will be directed and infiltrated on-site. The design of the proposed stormwater collection, conveyance, and infiltration facilities will be done with the aid of HydroCAD version 10.10-4b computer software (HydroCAD). HydroCAD utilizes the SCS TR-20 methodology to determine runoff excess for a given amount of rainfall. The stormwater system will be designed in accordance with Benton County standards. The County's rainfall distribution design requirements are a SCS Type 1A, 25-year, 24-hour distribution. The 25-year event was used to analyze the ability of roadside swales to infiltrate runoff and will be used in final design to size any needed sub-surface infiltration UIC's for concentrated low point areas. Rainfall for the 25-year event is 1.7 inches, as on the National Oceanic and Atmospheric Administration (NOAA) map.

The drainage basins analyzed will account for impervious roadway areas and additional impervious areas from individual lots contributing to a modeled roadside swale. Each lot is assumed to contribute 3,125 square feet of impervious driveway surface, 1,000 square feet of impervious roof area, and 50 feet behind the sidewalk for pervious area to stormwater runoff. A sub-catchment is routed to a typical swale that overflows to a

subsurface UIC, both modeled as a "pond" in HydroCAD to properly account for the storage/discharge relationship. Sizing of sub-surface infiltration facilities will be done upon final site layout and design.

The stage/discharge rate for the system is based on the infiltration rate of the soils. The on-site soils are classified as loamy fine sand according to the NRCS Web Soil Survey data referenced for this site (see Appendix A). A geotechnical report prepared for the West Village development north of this site performed infiltration testing that resulted in 2.5 inches per hour. Using that tested rate and applying a safety factor of 2 resulted in a design rate of 1.25 inches per hour for use in the analysis of this preliminary storm design for the infiltration swales. The geotechnical report also stated that static groundwater may be present at depths greater than 30 feet.

The attached HydroCAD spreadsheet summarize the storage volume and dissipation for a sample swale. Those values were used in the HydroCAD model as input for stage storage and stage discharge curves. HydroCAD then determines the peak stage and storage that occurs during the design storm event. The attached "pond summaries" show the peak stage and storage in the swale during a 25-year, 24-hour event (1.7 inches of rainfall). At this time, it is believed the in-situ soils would provide stormwater runoff treatment via infiltration. See Appendix A for HydroCAD model results.

4.1 Evaluation of Compliance

Design for the swale was done in accordance with the SMMEW BMP T5.21 Infiltration Swale and future design of sub-surface infiltration UIC's shall be in accordance with BMP F6.22: Infiltration Trenches.

4.2 Evaluation of Flood Control Capacity

As mentioned above, no flooding is expected to occur during the 25-year, 24-hour event. Should localized flooding occur due to a storm event happening in excess of one of the required design events or the UIC device fails due to lack of maintenances, the localized low points are located along the north and east property lines. Should flooding continue to increase it would be expected to flow north through the West Village development and to the existing storm pond, and east through agricultural land toward an existing drainage way.

4.3 Evaluation of Water Quality Treatment Compliance

The proposed means of stormwater treatment will be through collection and disposal via means of infiltration through roadside swales and UIC devices.

The existing in-situ soils are believed to provide adequate runoff treatment due to the cation exchange capacity found through the NRCS Web Soil Survey website as well as soil contact time in the vadose zone. For future sub-surface UIC's, the level of treatment that would be required for a low-pollutant loading site with high vadose treatment capacity would be a two-stage drywell. The on-site soils will be classified per Table 5.2 of SMMEW, and the site will be classified per Table 5 (see Appendix A).

5 PROPOSED EROSION CONTROL PLAN

To control erosion during construction, existing catch basin grates should have a geotextile fabric "witch's hat" installed prior to construction, existing roadside ditches are to be stabilized with straw wattles and check dams, and all downstream property boundaries should have silt fencing measures in place to prevent sediment laden runoff from leaving the site. To prevent windblown erosion, the contractor should use person-operated watering devices. No unattended watering of the site should be allowed. The site should have a construction entrance with a rip rap pad present to prevent the tracking of mud onto County streets. Any mud that is tracked onto County streets should be swept up to prevent sediment from entering Benton County

storm facilities, which shall be protected from sediment intrusion until disturbed soils are stabilized. All disturbed soil areas must be stabilized immediately upon completion of construction with a hydroseed mulch placed on the disturbed surfaces.

6 PROPOSED MAINTENANCE PLAN

Once the project is completed, all stormwater systems will become the property of the County, and it is assumed that the system will be cleaned and maintained in accordance with the systems maintenance plan. It is recommended that the owner follow the maintenance criteria described under BMP T5.21 for Infiltration Swales or F6.22 for Infiltration Trenches in order to prevent the buildup of materials that could inhibit infiltration.

During construction, the contractor should be responsible for the maintenance of all erosion control measures to include silt fencing, catch basin fabric measures, and the preventative maintenance to keep tracked mud off County streets.

7 CONCLUSION

The preliminary stormwater system design described in this report is expected to adequately provide storage and treatment of stormwater for the given design storm event as required by the County and the SMMEW. No flooding is anticipated to occur during the 25-year, 24-hour design storm event and treatment of stormwater seeks to be provided through the vadose zone with adequate separation between the bottom of the UIC device and the identified groundwater table. All proposed stormwater storage and infiltration measures are found to be in compliance with BMP T5.21 and will seek to be in compliance with BMP F6.22 of the SMMEW for design of future infiltration trenches.

8 REFERENCES

PBS (PBS Engineering and Environmental Inc.). (April 2018). *Geotechnical Engineering Report* (Project No. 66325.000). Prepared for Badger Developer, LLC.

Washington State Department of Ecology. (2019, August). *2019 Stormwater Management Manual for Eastern Washington*. Water Quality Program. Publication Number 18-10-044.

Web Soil Survey. United States Department of Agriculture, Natural Resources Conservation Service, 04 June 2020, websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx. Accessed 21 April 2021.

Figures

Figure 1: 25-Year Isopluvial Map
Figure 2: SMMEW Table 4.14
Figure 3. SMMEW Table 5.21
Figure 4. SMMEW Table 5.22
Figure 5. SMMEW Table 5.23
Figure 6. Typical Roadside Ditch Section
Figure 7. Typical Infiltration Facility Detail
Figure 8. Typical Section for Areas with Pedestrian Walkways

Figure 4.10: 25-Year, 24-Hour Isopluvial Map

Figure1: 25-Year Isopluvial Map

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Open space (lawns, parks, golf courses, cemeteries, landscaping, etc.)[a]				
Poor condition (grass cover <50% of the area)	68	79	86	89
Fair condition (grass cover on 50% to 75% of the area)	49	69	79	84
Good condition (grass cover on >75% of the area)	39	61	74	80
Impervious areas				
Open water bodies: lakes, wetlands, ponds etc.	100	100	100	100
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)	98	98	98	98
Permeable pavers and permeable interlocking concrete (assumed as 85% impervious and 15% lawn)				
Fair lawn condition (weighted average CNs)	95	96	97	97
Gravel (including right-of-way)	76	85	89	91
Dirt (including right-of-way)	72	82	87	89
Pasture, grassland, or range-continuous forage for grazing				
Poor condition (ground cover <50% or heavily grazed with no mulch)	68	79	86	89
Fair condition (ground cover 50% to 75% and not heavily grazed)	49	69	79	84
Good condition (ground cover >75% and lightly or only occasionally grazed)	39	61	74	80
Cultivated agricultural lands				
Row Crops (good) e.g., corn, sugar beets, soy beans	64	75	82	85
Small Grain (good) e.g., wheat, barley, flax	60	72	80	84
Meadow				
Continuous grass, protected from grazing and generally mowed for hay	30	58	71	78
Brush (brush-weed-grass mixture with brush the major element)				

Figure 2: SMMEW Table 4.14

Table 4.14: Runoff Curve Numbers (CNs) for Selected Agricultural, Suburban, and Urban Areas (continued)

Cover type and hydrologic condition	CNs for hydrologic soil group			
	A	B	C	D
Poor (<50% ground cover)	48	67	77	83
Fair (50% to 75% ground cover)	35	56	70	77
Good (>75% ground cover)	30[b]	48	65	73
Woods-grass combination (orchard or tree farm)[c]				
Poor	57	73	82	86
Fair	43	65	76	82
Good	32	58	72	79
Woods				
Poor (Forest litter, small trees, and brush destroyed by heavy grazing or regular burning)	45	66	77	83
Fair (Woods are grazed but not burned, and some forest litter covers the soil)	36	60	73	79
Good (Woods are protected from grazing, and litter and brush adequately cover the soil)	30	55	70	77
Herbaceous (mixture of grass, weeds, and low-growing brush, with brush the minor element)				
Poor (<30% ground cover)	n/a[d]	80	87	93
Fair (30% to 70% ground cover)		71	81	89
Good (>70% ground cover)		62	74	85
Sagebrush with grass understory				
Poor (<30% ground cover)	n/a[d]	67	80	85
Fair (30% to 70% ground cover)		51	63	70
Good (>70% ground cover)		35	47	55

[a]Composite CNs may be computed for other combinations of open space cover type.

[b]Actual CN is < 30; use CN = 30 for runoff computations.

[c]The indicated CNs were computed for areas with 50% woods and 50% grass (pasture) cover. Other combinations of conditions may be computed from the CNs for woods and pasture.

[d]CNs have not been developed for hydrologic soil group A.

Figure 2: SMMEW Table 4.14

Table 5.21: Vadose Zone Treatment Capacity

Treatment Capacity Classification and Required Minimum Thickness	Description of Vadose Zone Layer[c,d]

HIGH
A minimum thickness of 5 feet
	Meets all of the following characteristics:
	• Materials with median grain size < 0.125 mm
	• Having a sand to silt/clay ratio of < 1:1 and sand plus gravel < 50%
	• Field-tested saturated hydraulic conductivity below 2.4 in/hr at the bottom elevation of the proposed BMP
	• Materials with CEC of ≥ 5 milliequivalents CEC/100 g dry soils, and a minimum of 1% organic content, ≥ 18-inch minimum thickness
	• Typical geotechnical descriptive words for appropriate soils:
	  ○ Lean, fat, or elastic clay
	  ○ Sandy or silty clay
	  ○ Silt
	  ○ Clayey or sandy silt
	  ○ Sandy loam or loamy sand
	  ○ Silt/clay with interbedded sand
	  ○ Well-compacted, poorly sorted materials
	This category generally includes till, hardpan, caliche, and loess.

MEDIUM A minimum thickness of 10 feet	Meets all of the following characteristics: • Materials with average grain size 0.125 to 4 mm • Having a sand to silt/clay ratio from 1:1 and 9:1 and percent sand > percent gravel • Field-tested saturated hydraulic conductivity between 2.4 in/hr and 6 in/hr at the bottom elevation of the proposed BMP • Materials between 2 and 5 milliequivalents CEC/100 g dry soils, and a minimum of 0.5% to 1% organic content, • Typical geotechnical descriptive words for appropriate soils: ○ Fine, medium, or coarse sand

Figure 3: SMMEW Table 5.21

Table 5.21: Vadose Zone Treatment Capacity (continued)

Treatment Capacity Classification and Required Minimum Thickness	Description of Vadose Zone Layer[c,d]
	○ Sand with interbedded clay and/or silt ○ Poorly compacted, poorly sorted materials *This category includes some alluvium and outwash deposits.*
LOW A minimum thickness of 25 feet	Meets all of the following characteristics: • Materials with median grain size > 4 mm to 64 mm • Having a sand to silt/clay ratio > 9:1 and percent sand less than percent gravel • Field-tested saturated hydraulic conductivity between 6 in/hr and 12 in/hr at the bottom elevation of the proposed BMP • Materials with CEC of ≤ 2 milliequivalents CEC/100 g dry soils and a minimum of < 0.5% organic content • Typical geotechnical descriptive words for appropriate soils: ○ Poorly sorted, silty, or muddy gravel ○ Sandy gravel, gravelly sand, or sand and gravel *This category includes some alluvium and outwash deposits.*
NONE Minimum thickness not applicable	Meets any of the following characteristics: • Vadose zone conditions are unknown; or • Vadose zone conditions are known and are characterized in any of the following ways: ○ Sedimentary materials with median grain size > 64 mm ○ Total fines (sand and mud) < 5% ○ Field-tested saturated hydraulic conductivity > 12 in/hr at the bottom elevation of the proposed BMP ○ Materials with no measurable CEC or organic content ○ Typical geotechnical descriptive words for appropriate soils: ■ Well-sorted or clean gravel ■ Boulders and/or cobbles ■ Fractured rock *This category generally includes vadose zones with conditions that are unknown or vadose zones that are known to be composed of fractured basalt, other fractured bedrock, and cavernous limestone.*

Figure 3: SMMEW Table 5.21

Table 5.22: Pollutant Loading Classifications for Solids, Metals, and Oil in Stormwater Runoff Directed to UIC Wells

Classification	Areas Contributing Runoff to the UIC Well
Insignificant	• Impervious surfaces not subject to motorized vehicle traffic or application of sand or deicing chemicals • Unmaintained open space

Low	• Parking areas with < 40 total trip ends per 1,000 square feet (sf) of gross building area and < 100 total trip ends (if you exceed either threshold, move to the Medium Classification)
	• Other land uses with similar traffic/use characteristics (e.g., most residential parking and employee-only parking areas for small office parks or other commercial buildings)
	• **Inside Urban Growth Management Areas**
	  ◦ Fully controlled and partially controlled limited access highways with ADT < 15,000
	  ◦ Other roads with ADT < 7,500 vehicles
	• **Outside Urban Growth Management Areas**
	  ◦ All roads with ADT < 15,000 vehicles

Medium	• Parking areas with between 40 and 100 trip ends per 1,000 sf of gross building area and between 100 and 300 total trip ends (if you exceed either threshold, move to the High Classification)
	• Primary access points for high-density residential apartments
	• Intersections controlled by traffic signals that do not meet the definition of a high-density intersection (see the Glossary)
	• Transit center bus stops
	• **Inside Urban Growth Management Areas**
	  ◦ Fully controlled and partially controlled limited access highways with ADT between 15,000 and 30,000 vehicles
	  ◦ Other roads with ADT between 7,500 and 30,000 vehicles
	• **Outside Urban Growth Management Areas**
	  ◦ All roads with ADT between 15,000 and 30,000 vehicles

High	• High-use sites ◦ Includes roads with ADT > 30,000 vehicles • On-street parking areas of municipal streets in commercial and industrial areas
	• Highway rest areas • Other land uses with similar traffic/use characteristics (e.g., commercial buildings with a frequent turnover of visitors, such as grocery stores, shopping malls, restaurants, drive-through services, etc.)

Notes:

a. This table is applicable to designers intending to use the presumptive approach to identify the necessary level of treatment upstream of a UIC well. Designers for industrial sites with no outdoor processing, storage, or handling of raw or finished products may also use these tables.

b. This table is not applicable to stormwater runoff from industrial activities, outdoor processing, storage, or handling of raw or finished products; or areas where stormwater runoff comes into contact with leachate or other prohibited discharges.

Figure 4: SMMEW Table 5.22

Table 5.23: Treatment Required for Solids, Oil, and Metals

Pollutant Loading	Treatment Capacity			
	High	Medium	Low	None
Insignificant	Two-stage drywell[a]	Two-stage drywell[a]	Two-stage drywell[a]	Two-stage drywell[a]
Low	Two-stage drywell[a]	Pretreatment[b]	Pretreatment[b]	Remove solids[c]
Medium	Pretreatment[b]	Remove solids[c]	Remove solids[c]	Remove solids[c]
High	Remove oil[d]	Remove oil[d]	Remove oil and solids[c,d]	Remove oil and solids[c,d]

Notes:

a. A two-stage drywell has a catch basin or other presettling device that traps small quantities of oils and solids. Regularly inspect and maintain the catch basin or other presettling device.

b. Pretreatment removes solids, but at a level less than basic treatment. Ecology's definition for pretreatment is 50% removal. See the definition for pretreatment in the Glossary.

c. Treatment to remove solids means basic treatment. See the definition of basic treatment in the Glossary. Removal of solids removes a large portion of the total metals in most stormwater runoff. Any special treatment requirements in this chapter still apply. Owners may use appropriate source control BMPs for low-pollutant-loading sites, in lieu of structural treatment BMPs.

d. Treatment to remove oil is to be accomplished by applying one of the oil control BMPs identified in this manual. See BMP BMP T5.100: API Separator Bay and BMP T5.110: Coalescing Plate (CP) Separator Bay.

- At high-density intersections and at commercial or industrial sites subject to an expected average daily traffic (ADT) count of 100 vehicles/1,000 sf gross building area, sufficient quantities of oil may be generated to justify operation of a separator BMP.
- At other high-use sites, project proponents may select a basic treatment BMP that also provides adsorptive capacity, such as a biofiltration or bioinfiltration swale, a filter, or other adsorptive technology, in lieu of a separator BMP. A catch basin with a turned down elbow is not adequate for oil control in this case.
- For roads in eastern Washington with ADT >30K, basic treatment with sorptive characteristics (i.e., swale or sand filter) is required, and suffices for the oil treatment requirement.
- The requirement to apply a basic treatment BMP with adsorptive characteristics also applies to commercial parking and to streets with ADT > 7,500.

Figure 5: SMMEW Table 5.23

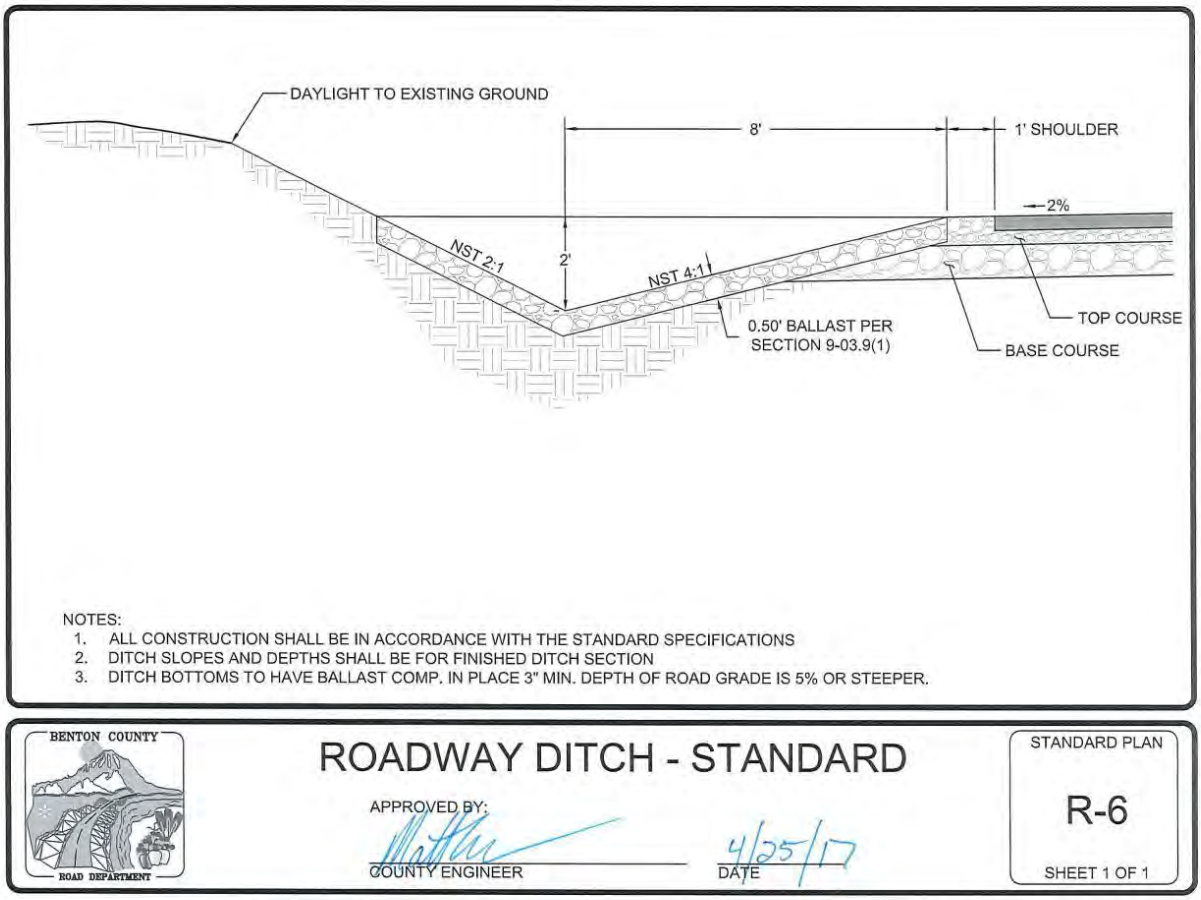


Figure 6: Typical Roadside Ditch

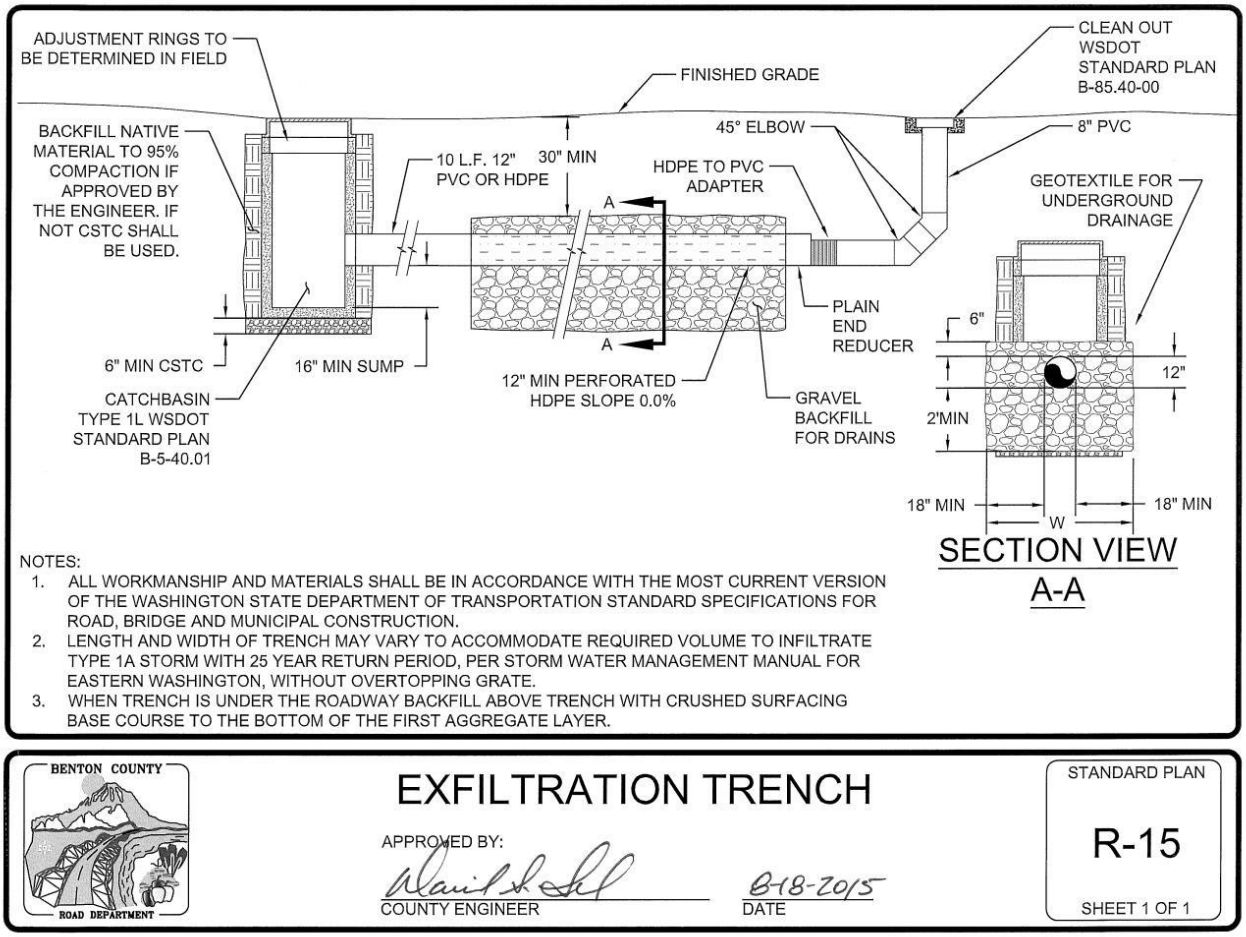


Figure 7: Typical Infiltration Facility Detail

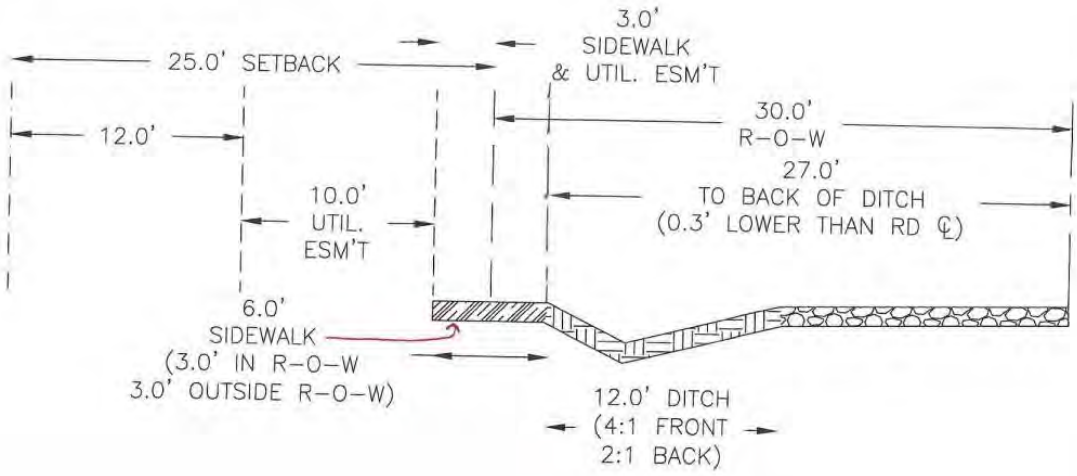
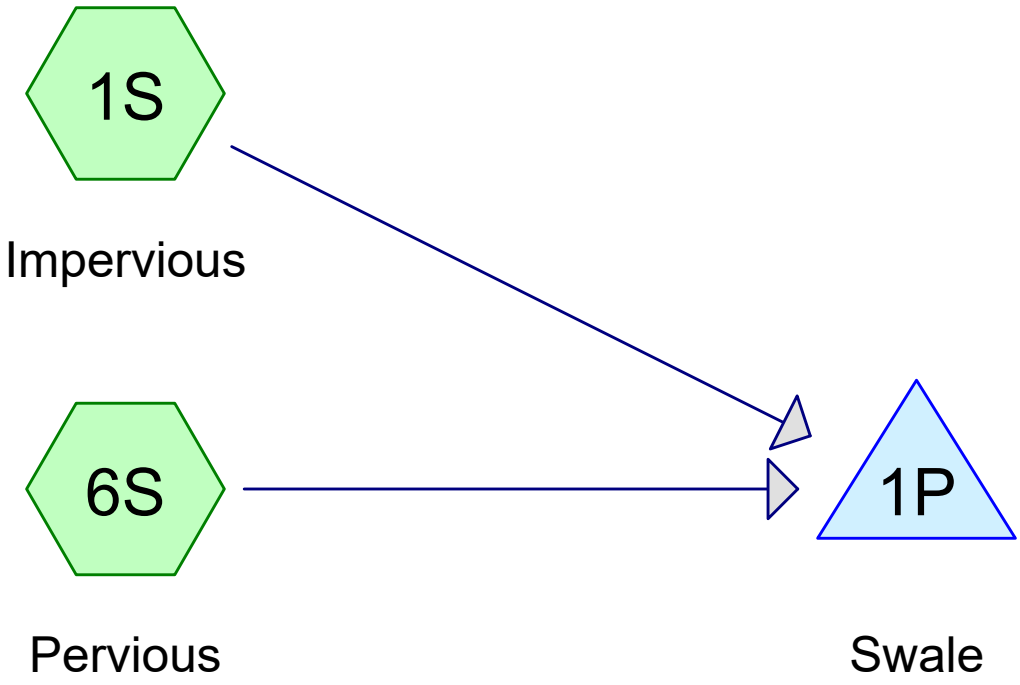


Figure 8: Typical Section for Areas with Pedestrian Walkways

Appendix A

HydroCAD Report
NRCS Web Soil Survey Data



Subcat Reach Pond Link

Routing Diagram for 66325.000_PrelimModel-3Lots
Prepared by PBS Engineering and Environmental Inc., Printed 4/26/2021
HydroCAD® 10.10-4b s/n 00702 © 2020 HydroCAD Software Solutions LLC

Rainfall Events Listing (selected events)

Event#	Event Name	Storm Type	Curve	Mode	Duration (hours)	B/B	Depth (inches)	AMC
1	25-YR 24-HR	Type IA 24-hr		Default	24.00	1	1.70	2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.577	74	>75% Grass cover, Good, HSG C (6S)
0.215	98	Average Driveways (3 lots @ 3125 SF) (1S)
0.173	98	Half-Road (1S)
0.069	98	Pedestrian Pathway (1S)
0.069	98	Roofs (3 @ 1000 SF) (1S)
1.103	**85**	**TOTAL AREA**

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.577	HSG C	6S
0.000	HSG D	
0.526	Other	1S
1.103		**TOTAL AREA**

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatc Number
0.000	0.000	0.577	0.000	0.000	0.577	>75% Grass cover, Good	
0.000	0.000	0.000	0.000	0.215	0.215	Average Driveways (3 lots @ 3125 SF)	
0.000	0.000	0.000	0.000	0.173	0.173	Half-Road	
0.000	0.000	0.000	0.000	0.069	0.069	Pedestrian Pathway	
0.000	0.000	0.000	0.000	0.069	0.069	Roofs (3 @ 1000 SF)	
0.000	**0.000**	**0.577**	**0.000**	**0.526**	**1.103**	**TOTAL AREA**	

Time span=0.00-72.00 hrs, dt=0.05 hrs, 1441 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: Impervious Runoff Area=22,926 sf 100.00% Impervious Runoff Depth=1.48"
Tc=5.0 min CN=98 Runoff=0.20 cfs 0.065 af

Subcatchment6S: Pervious Runoff Area=25,122 sf 0.00% Impervious Runoff Depth=0.22"
Tc=5.0 min CN=74 Runoff=0.01 cfs 0.011 af

Pond 1P: Swale Peak Elev=9.49' Storage=846 cf Inflow=0.20 cfs 0.075 af
Outflow=0.05 cfs 0.075 af

Total Runoff Area = 1.103 ac Runoff Volume = 0.075 af Average Runoff Depth = 0.82"
52.29% Pervious = 0.577 ac 47.71% Impervious = 0.526 ac

Summary for Subcatchment 1S: Impervious

[49] Hint: Tc<2dt may require smaller dt

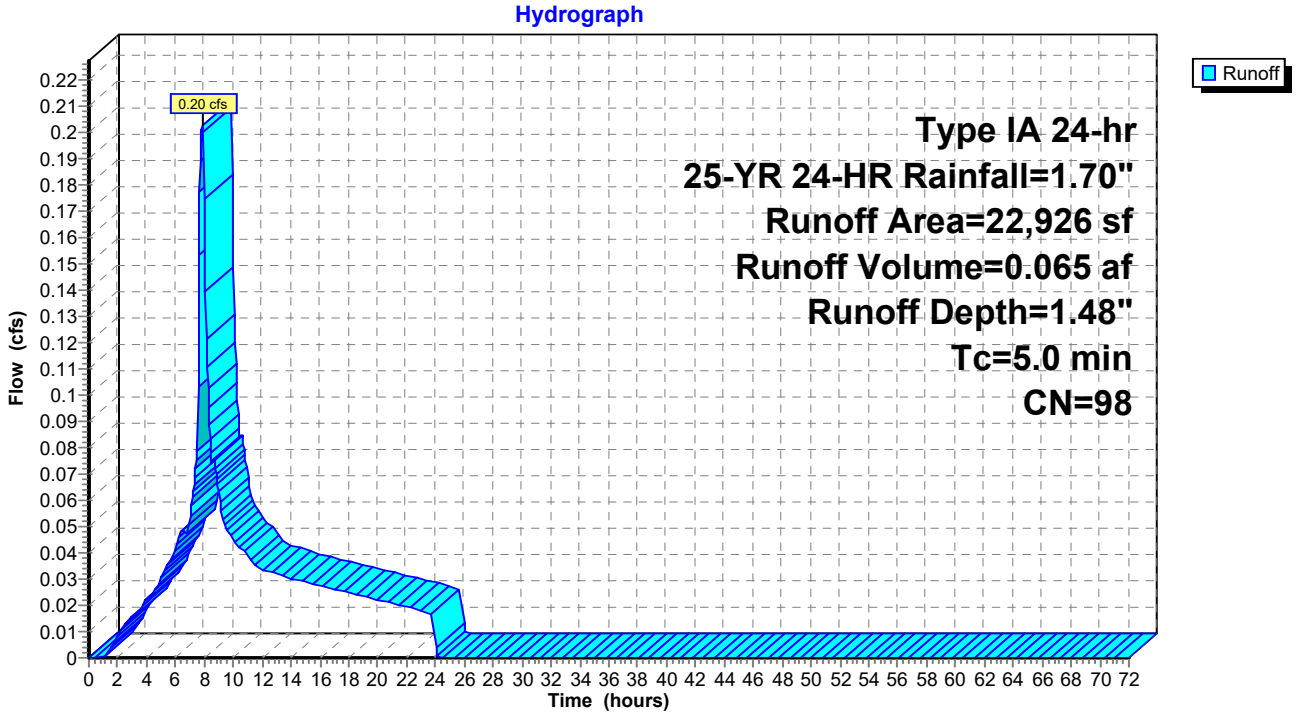
Runoff = 0.20 cfs @ 7.87 hrs, Volume= 0.065 af, Depth= 1.48"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type IA 24-hr 25-YR 24-HR Rainfall=1.70"

	Area (sf)	CN	Description
*	9,375	98	Average Driveways (3 lots @ 3125 SF)
*	3,000	98	Roofs (3 @ 1000 SF)
*	7,536	98	Half-Road
*	3,015	98	Pedestrian Pathway
	22,926	98	Weighted Average
	22,926		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: Impervious



Summary for Subcatchment 6S: Pervious

[49] Hint: Tc<2dt may require smaller dt

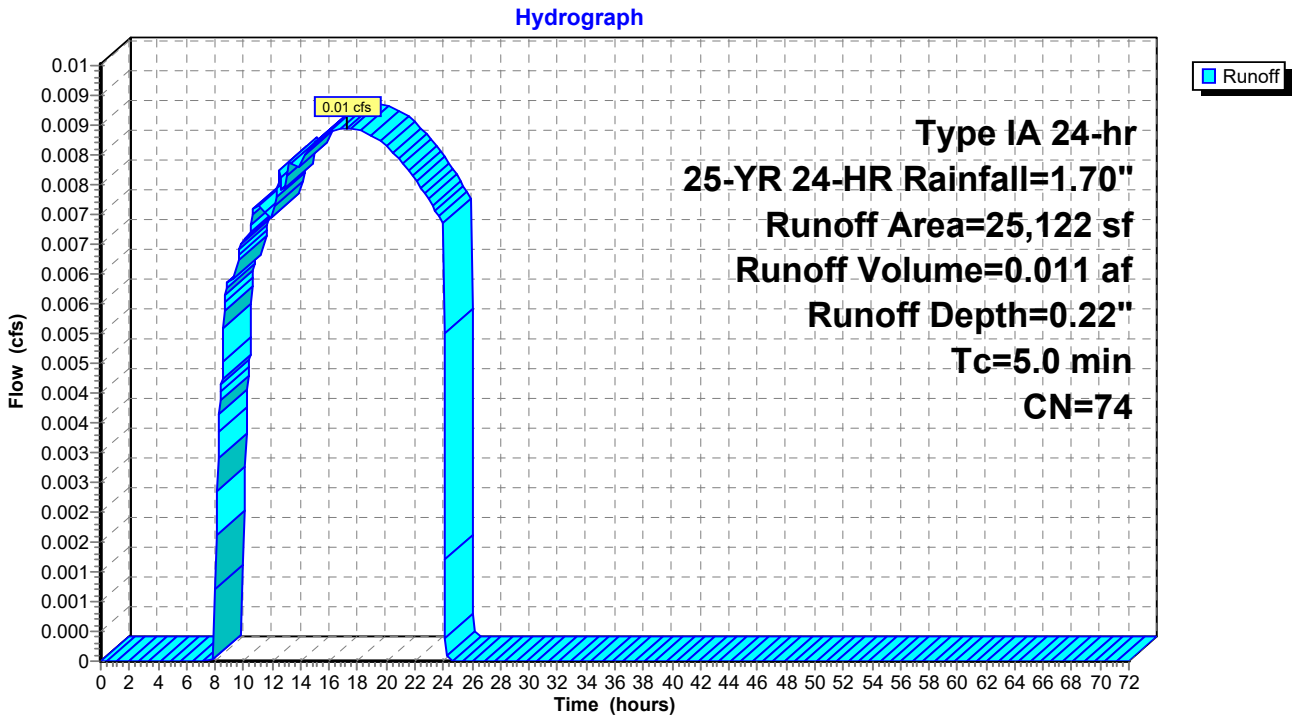
Runoff = 0.01 cfs @ 17.25 hrs, Volume= 0.011 af, Depth= 0.22"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Type IA 24-hr 25-YR 24-HR Rainfall=1.70"

Area (sf)	CN	Description
25,122	74	>75% Grass cover, Good, HSG C
25,122		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 6S: Pervious



Summary for Pond 1P: Swale

Inflow Area = 1.103 ac, 47.71% Impervious, Inflow Depth = 0.82" for 25-YR 24-HR event
Inflow = 0.20 cfs @ 7.87 hrs, Volume= 0.075 af
Outflow = 0.05 cfs @ 10.39 hrs, Volume= 0.075 af, Atten= 76%, Lag= 151.1 min
Discarded = 0.05 cfs @ 10.39 hrs, Volume= 0.075 af

Routing by Stor-Ind method, Time Span= 0.00-72.00 hrs, dt= 0.05 hrs
Peak Elev= 9.49' @ 10.39 hrs Surf.Area= 1,681 sf Storage= 846 cf

Plug-Flow detention time= 251.4 min calculated for 0.075 af (100% of inflow)
Center-of-Mass det. time= 251.3 min (979.2 - 727.9)

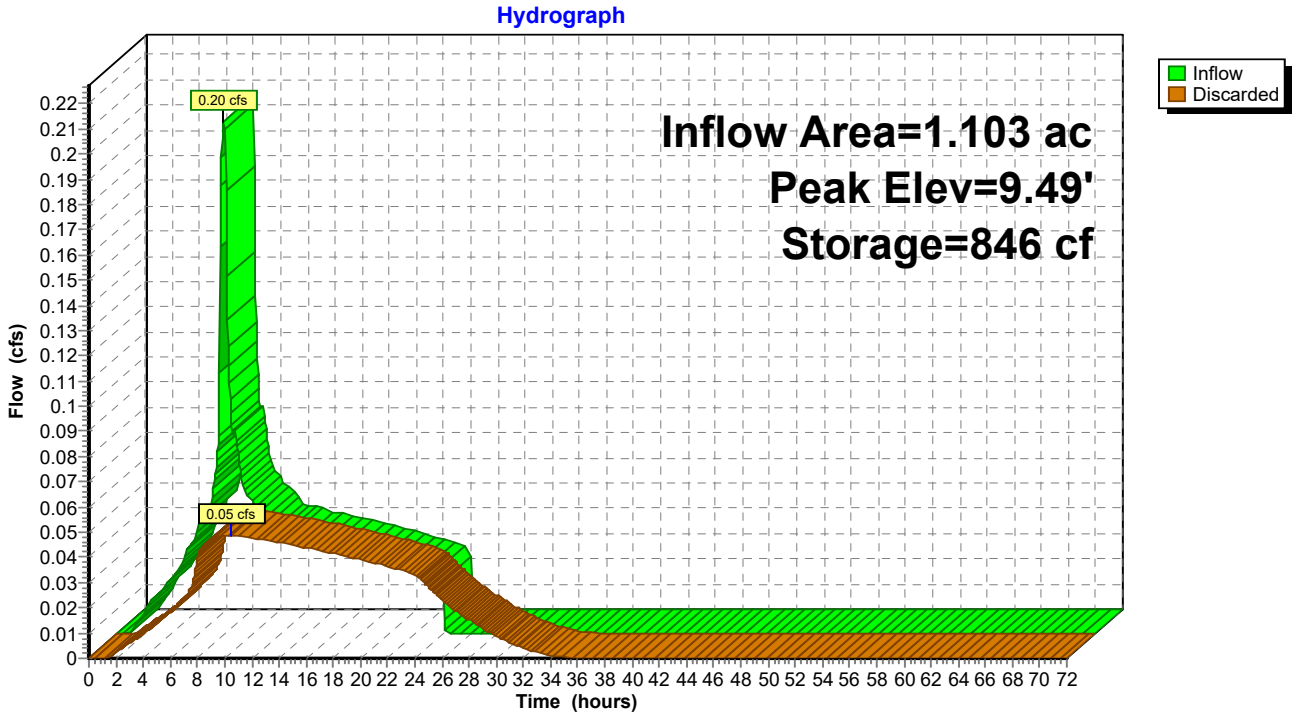
Volume	Invert	Avail.Storage	Storage Description
#1	8.00'	2,019 cf	**Custom Stage Data (Irregular)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Perim. (feet)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
8.00	1	16.0	0	0	1
9.00	753	502.0	260	260	20,036
10.00	3,015	1,005.0	1,758	2,019	80,362

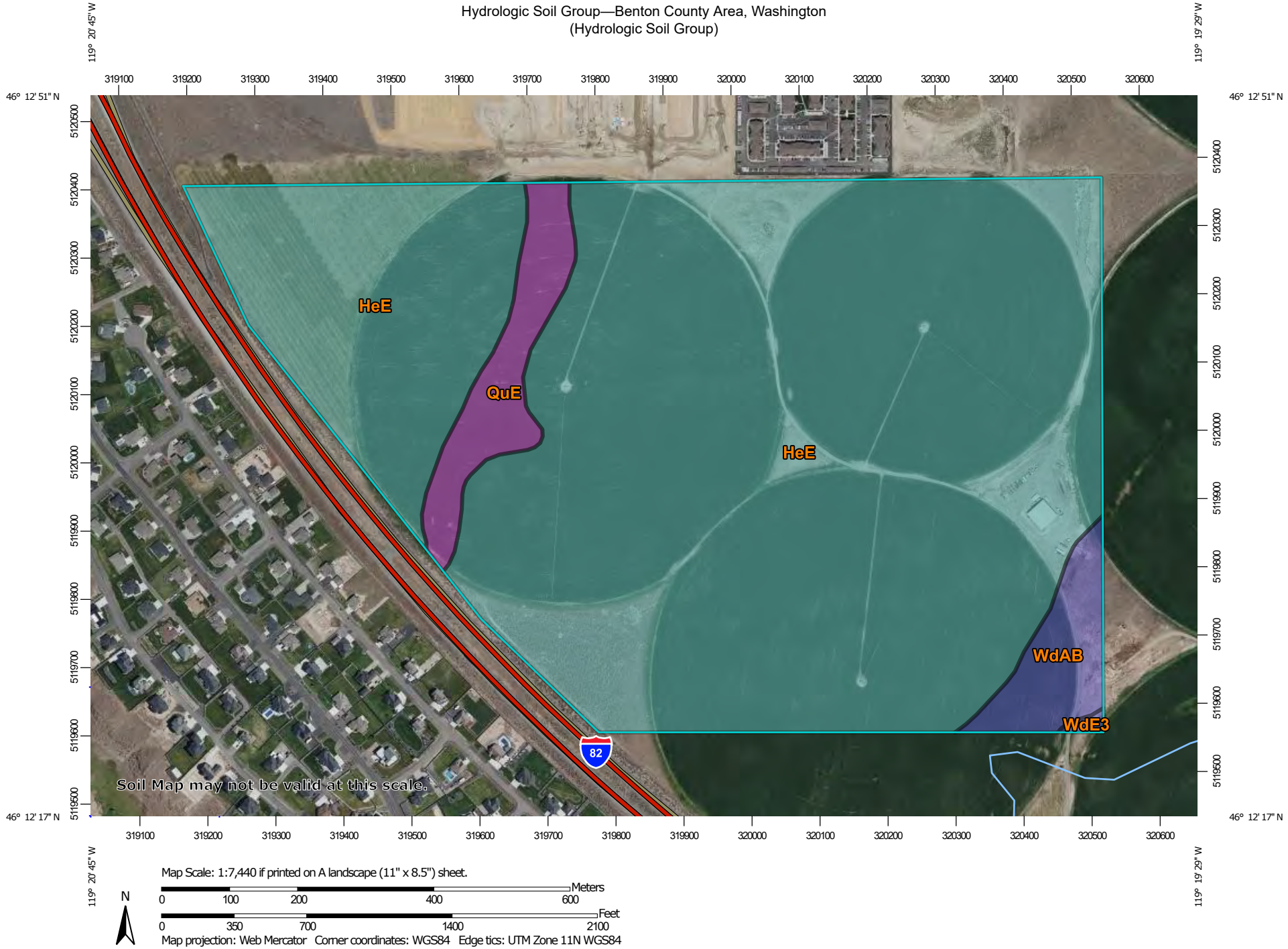
Device	Routing	Invert	Outlet Devices
#1	Discarded	8.00'	**1.250 in/hr Exfiltration over Surface area**

Discarded OutFlow Max=0.05 cfs @ 10.39 hrs HW=9.49' (Free Discharge)
1=Exfiltration (Exfiltration Controls 0.05 cfs)

Pond 1P: Swale



Hydrologic Soil Group—Benton County Area, Washington
(Hydrologic Soil Group)



Map Scale: 1:7,440 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 100 200 400 600

Feet
0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points
- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 16, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2020—Jul 2, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HeE	Hezel loamy fine sand, 0 to 30 percent slopes	C	200.5	91.9%
QuE	Quincy loamy sand, 0 to 30 percent	A	9.8	4.5%
WdAB	Warden silt loam, 0 to 5 percent slopes	B	7.5	3.4%
WdE3	Warden silt loam, 15 to 30 percent slopes, severely eroded	B	0.3	0.2%
Totals for Area of Interest			**218.1**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

Depth to the upper and lower boundaries of each layer is indicated.

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

Moist bulk density is the weight of soil (ovendry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

Available water capacity refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

Organic matter is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

Erosion factors are shown in the table as the K factor (Kw and Kf) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and Ksat. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

Erosion factor Kw indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Erosion factor Kf indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

Erosion factor T is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

Wind erodibility groups are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

Wind erodibility index is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:
United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (http://soils.usda.gov)

Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

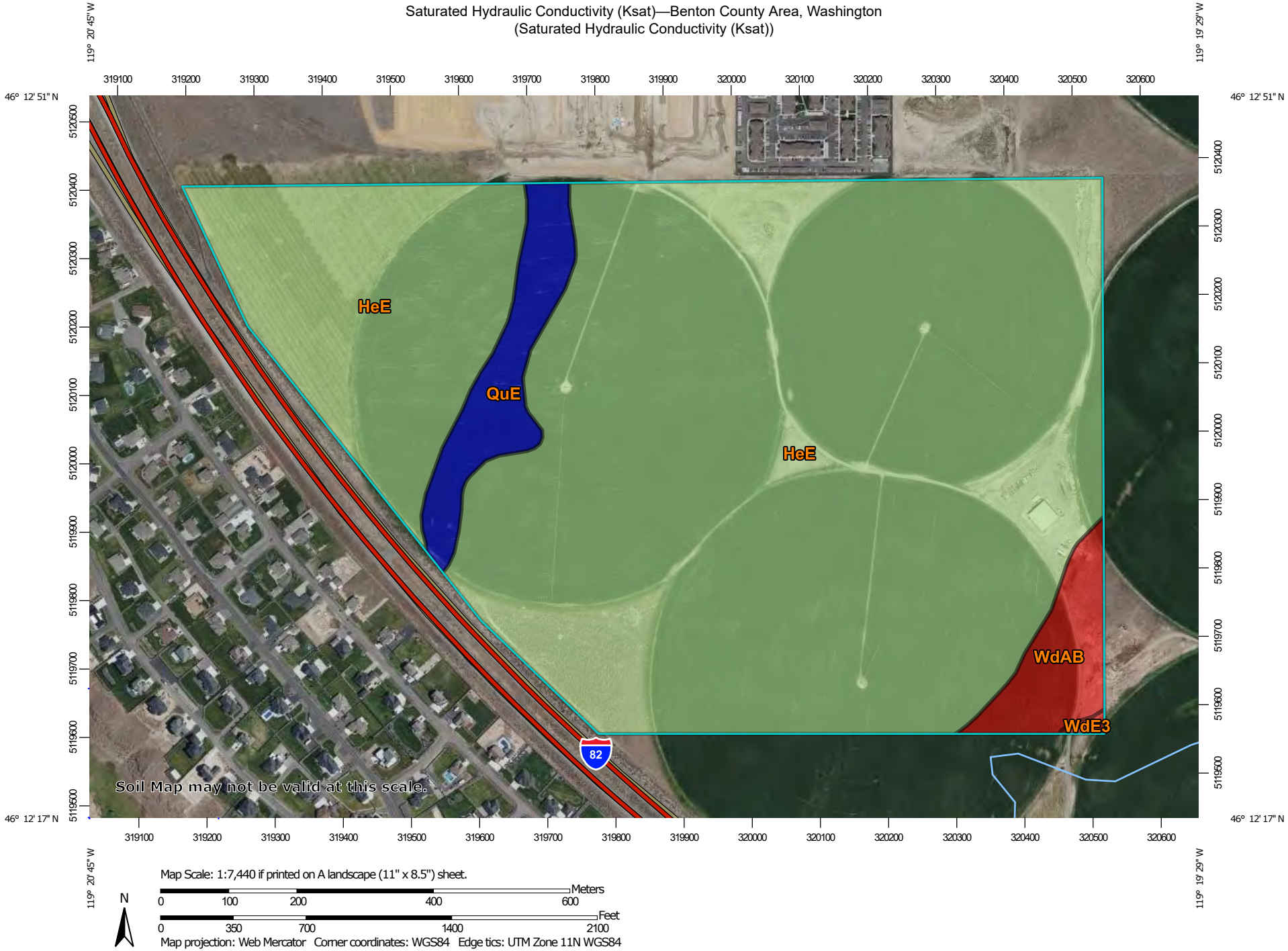
Physical Soil Properties–Benton County Area, Washington														
Map symbol and soil name	**Depth**	**Sand**	**Silt**	**Clay**	**Moist bulk density**	**Saturated hydraulic conductivity**	**Available water capacity**	**Linear extensibility**	**Organic matter**	**Erosion factors**			**Wind erodibility group**	**Wind erodibility index**
										Kw	**Kf**	**T**		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
HeE—Hezel loamy fine sand, 0 to 30 percent slopes														
Hezel	0-3	-80-	-17-	2- 4- 5	1.25-1.35 -1.45	42.00-92.00-141.00	0.09-0.11-0.13	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.32	.32	5	2	134
	3-16	-81-	-17-	0- 3- 5	1.40-1.50 -1.60	42.00-92.00-141.00	0.08-0.10-0.12	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.43	.43			
	16-60	-34-	-59-	5- 7- 8	1.30-1.40 -1.50	1.40-3.00-4.00	0.13-0.17-0.21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.64	.64			
QuE—Quincy loamy sand, 0 to 30 percent														
Quincy	0-9	-80-	-16-	1- 4- 6	1.45-1.55 -1.65	42.00-92.00-141.00	0.09-0.11-0.12	0.0- 1.5- 2.9	0.5- 0.8- 1.0	.15	.15	5	2	134
	9-60	-79-	-17-	1- 4- 7	1.50-1.60 -1.70	42.00-92.00-141.00	0.08-0.10-0.12	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.32	.32			

Physical Soil Properties–Benton County Area, Washington														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	*Pct*	*Pct*	*Pct*	*g/cc*	*micro m/sec*	*In/In*	*Pct*	*Pct*					
WdAB—Warden silt loam, 0 to 5 percent slopes														
Warden	0-9	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0. 21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	9-19	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0. 20	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
	19-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0. 21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
WdE3—Warden silt loam, 15 to 30 percent slopes, severely eroded														
Warden	0-2	-21-	-68-	8-12- 15	1.15-1.23 -1.30	4.00-9.00-14.00	0.19-0.20-0. 21	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.43	.43	5	5	56
	2-12	-21-	-68-	8-12- 15	1.30-1.38 -1.45	4.00-9.00-14.00	0.16-0.18-0. 20	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			
	12-60	-21-	-68-	8-12- 15	1.35-1.43 -1.50	4.00-9.00-14.00	0.19-0.20-0. 21	0.0- 1.5- 2.9	0.0- 0.3- 0.5	.55	.55			

Data Source Information

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 16, Jun 4, 2020

Saturated Hydraulic Conductivity (Ksat)—Benton County Area, Washington
(Saturated Hydraulic Conductivity (Ksat))



Map Scale: 1:7,440 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 100 200 400 600

Feet
0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Rating Polygons

<= 9.0000

> 9.0000 and <= 27.0066

> 27.0066 and <= 92.0000

Not rated or not available

Soil Rating Lines

<= 9.0000

> 9.0000 and <= 27.0066

> 27.0066 and <= 92.0000

Not rated or not available

Soil Rating Points

<= 9.0000

> 9.0000 and <= 27.0066

> 27.0066 and <= 92.0000

Not rated or not available

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 16, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2020—Jul 2, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Saturated Hydraulic Conductivity (Ksat)

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
HeE	Hezel loamy fine sand, 0 to 30 percent slopes	27.0066	200.5	91.9%
QuE	Quincy loamy sand, 0 to 30 percent	92.0000	9.8	4.5%
WdAB	Warden silt loam, 0 to 5 percent slopes	9.0000	7.5	3.4%
WdE3	Warden silt loam, 15 to 30 percent slopes, severely eroded	9.0000	0.3	0.2%
Totals for Area of Interest			**218.1**	**100.0%**

Description

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits.

Rating Options

Units of Measure: micrometers per second

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an ovendry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and *plasticity index* (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk '*' denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

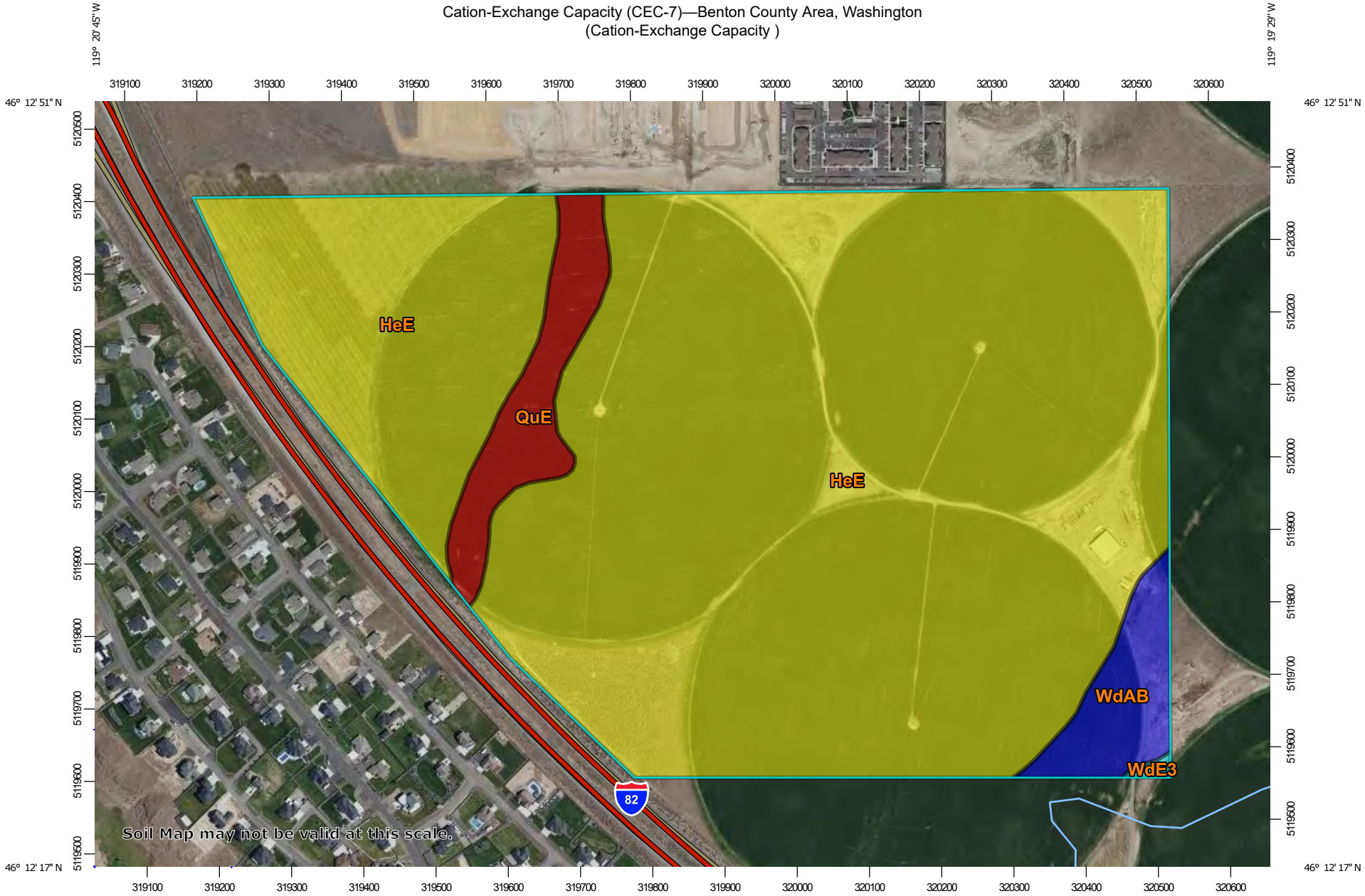
Engineering Properties–Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*
HeE—Hezel loamy fine sand, 0 to 30 percent slopes														
Hezel	100	C	0-3	Loamy fine sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	50-68-85	15-25-35	0-5 -10	NP
			3-16	Loamy fine sand, loamy sand, fine sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	50-63-75	15-25-35	0-5 -10	NP
			16-60	Stratified fine sandy loam to silt loam	ML	A-4	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	80-90-100	50-65-80	15-20 -25	NP-3 -5
QuE—Quincy loamy sand, 0 to 30 percent														
Quincy	90	A	0-9	Loamy sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	65-83-100	15-23-30	0-5 -10	NP
			9-60	Loamy fine sand, fine sand, sand	SM	A-2	0- 0- 0	0- 0- 0	100-100 -100	100-100 -100	65-73-80	10-20-30	0-5 -10	NP

Engineering Properties–Benton County Area, Washington														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			In				*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*	*L-R-H*
WdAB—Warden silt loam, 0 to 5 percent slopes														
Warden	100	B	0-9	Silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3 -5
			9-19	Very fine sandy loam, silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3 -5
			19-60	Stratified very fine sandy loam to silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3 -5
WdE3—Warden silt loam, 15 to 30 percent slopes, severely eroded														
Warden	100	B	0-2	Silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	85-93-100	70-75-80	25-28-30	NP-3 -5
			2-12	Very fine sandy loam, silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3 -5
			12-60	Stratified very fine sandy loam to silt loam	ML	A-4	0- 0- 0	0- 0- 0	95-98-100	95-98-100	95-98-100	75-83-90	25-28-30	NP-3 -5

Data Source Information

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 16, Jun 4, 2020

Cation-Exchange Capacity (CEC-7)—Benton County Area, Washington
(Cation-Exchange Capacity)



Map Scale: 1:7,440 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 100 200 400 600

Feet
0 350 700 1400 2100

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- <= 3.7
- > 3.7 and <= 7.5
- > 7.5 and <= 7.6
- > 7.6 and <= 7.9
- Not rated or not available

Soil Rating Lines
- <= 3.7
- > 3.7 and <= 7.5
- > 7.5 and <= 7.6
- > 7.6 and <= 7.9
- Not rated or not available

Soil Rating Points
- <= 3.7
- > 3.7 and <= 7.5
- > 7.5 and <= 7.6
- > 7.6 and <= 7.9
- Not rated or not available

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Benton County Area, Washington
Survey Area Data: Version 16, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2020—Jul 2, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Cation-Exchange Capacity (CEC-7)

Map unit symbol	Map unit name	Rating (milliequivalents per 100 grams)	Acres in AOI	Percent of AOI
HeE	Hezel loamy fine sand, 0 to 30 percent slopes	7.5	200.5	91.9%
QuE	Quincy loamy sand, 0 to 30 percent	3.7	9.8	4.5%
WdAB	Warden silt loam, 0 to 5 percent slopes	7.9	7.5	3.4%
WdE3	Warden silt loam, 15 to 30 percent slopes, severely eroded	7.6	0.3	0.2%
Totals for Area of Interest			**218.1**	**100.0%**

Description

Cation-exchange capacity (CEC-7) is the total amount of extractable cations that can be held by the soil, expressed in terms of milliequivalents per 100 grams of soil at neutrality (pH 7.0) or at some other stated pH value. Soils having a low cation-exchange capacity hold fewer cations and may require more frequent applications of fertilizer than soils having a high cation-exchange capacity. The ability to retain cations reduces the hazard of ground-water pollution.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

Rating Options

Units of Measure: milliequivalents per 100 grams

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): All Layers (Weighted Average)

PCM 1.10

HARVEST RIDGE AND SOUTH ORCHARD RESIDENTIAL DEVELOPMENTS BENTON COUNTY AND RICHLAND, WASHINGTON

For:

MR. KALEB MAPSTEAD, EIT
AHBL, INC.
5804 ROAD 90, SUITE H
PASCO, WASHINGTON 99301

Provided By:

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June 14, 2021
Project No: 21-135

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Baer Testing & Engineering, Inc.

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Yakima, WA 98902

June 14, 2021

Mr. Kaleb Mapstead, EIT
AHBL, Inc.
5804 Road 90, Suite H
Pasco, Washington 99301

RE: **GEOTECHNICAL ENGINEERING STUDY; PROPOSED BADGER SOUTH RESIDENTIAL DEVELOPMENTS, RICHLAND, BENTON COUNTY, WASHINGTON**

Dear Mr. Mapstead:

At your request, Baer Testing & Engineering, Inc. (BAER) conducted a Geotechnical Engineering study for the Harvest Ridge and South Orchard residential developments in the Badger Mountain South area of Benton County and Richland, Washington. This report presents the results of the field explorations, laboratory testing, and engineering analyses.

This report presents recommendations for site grading, utility construction, and seismic design. Building foundation design recommendations are provided for typical residential structures, as well as construction recommendations for the various project features.

We appreciate the opportunity to be of service. If you have questions or comments, please contact our office.

Sincerely,

BAER TESTING, INC.

Dee J. Burrie, P.E.
Chief Engineer

Enclosures: Geotechnical Engineering Report

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FIGURES

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APPENDICIES

Appendix A – Test Pit Logs
Appendix B – Laboratory Test Results

1.0 INTRODUCTION

Baer Testing & Engineering, Inc. (BAER) is pleased to present the results of our geotechnical engineering study for the proposed Harvest Ridge and South Orchard developments in Benton County, Washington. This geotechnical engineering study provides subsurface information to support site grading, drainage, utility design and construction, and recommendations for foundation design and construction and paved streets. Our scope of work includes:

- observing 11 test pit excavations and field soil sampling;
- conducting laboratory testing to determine soil properties;
- performing engineering analyses; and
- preparing this report.

This report provides results of our field observations, engineering analysis, and laboratory test results. It also provides recommendations for site grading, drainage, underground utility installation, paved roadways, foundation design and construction, and IBC seismic design criteria.

2.0 PROJECT DESCRIPTION AND PROPOSED DEVELOPMENT

The proposed residential development is located north of Reata Road and east of Interstate-82, in Benton County and the City of Richland, Washington. (**Figure 1 – Site Location Map**). Harvest Ridge approximate mid-site coordinates are 46°12' 30.61"N Latitude; 119°20' 2.13"W Longitude. South Orchard approximate mid-site coordinates are 46°12' 24.60"N Latitude; 119°18' 59.90"W Longitude.

The proposed Harvest Ridge development consists of 143, approximately 1-acre lots. Harvest Ridge is primarily in the N2 of S5, T8N, R28E, WM in Benton County, Washington **(Figure 2A – Harvest Ridge Site Layout)**. The South Orchard development is comprised of approximately 195 acres and will include 474 approximately 0.2 acres residential lots. The South Orchard development also includes a park, school areas, and multi-family housing areas **(Figure 2B – South Orchard Site Layout)**. The South Orchard development is primarily in the SW4 of S4, T8N, R28E, WM in Richland, Washington, and portions of the N2 and SE4 of Section 4.

The approximately 650-acre site generally consists of rolling hills. The site recently consisted of irrigated agricultural fields/circles. Slopes typically range from nearly level to 10% or less. Isolated slopes in some areas may exceed 15 percent.

The developments will include underground utilities, paved streets, and development-wide stormwater management and disposal. Typical residences will consist of single- or two-story, wood frame structures with concrete slab-on grade or crawl space foundations. Specific foundation design criteria for major structures should be site/lot specific and consider structure size and configuration.

3.0 FIELD EXPLORATIONS

The exploration program consisted of excavating eleven test pits designated TP-1 through TP-11 on the Exploration Plan **(Figure 3 – Exploration Plan)**. Double J Excavation (Double J) excavated the test pits on June 2 through 4, 2021 using a CAT 312D excavator equipped with a 30-inch bucket.

Where possible, soil in situ strength was estimated using a dynamic, mini-cone penetrometer (DCP) and our observations of the relative excavation difficulty. The mini cone uses a 15-pound slide

hammer dropped 20 inches to drive a conical tip into the soil. The number of hammer blows required to drive the cone 1¾-inch increments is roughly equivalent to a SPT blow count. The blows per increment provide an indication of the relative soil density. The blow counts are recorded on the logs. The mini-cone penetrometer test method is described in ASTM STP399.

BAER's geologist counted the blows required to drive the rod into the ground for each 1¾-inch increment over a given depth. The recorded blow count data was evaluated using correlation charts to estimate the soil bearing capacity. BAER's geologist observed the test pits; collected representative soil samples, and prepared test pit logs.

The subsurface conditions are known only at the test pit locations on the date explored and should be considered approximate. Actual subsurface conditions may vary between excavation locations. The test pit locations are presented in Figure 2 and the test pit logs are presented in Appendix A. Our geologist classified the soil in the field and transported the soil samples to the laboratory for further examination and testing.

4.0 LABORATORY TESTING

BAER performed the following laboratory tests on selected soil samples from our explorations.

- Moisture Content (American Society for Testing and Materials (ASTM) Designation: D 2216) for material characterization and soil index properties; and
- Particle Distribution (ASTM Designation: D 422 and ASTM Designation: D 1140) for material characterization and soil index properties.

Northwest Agricultural Consultants performed the following laboratory tests on a selected soil sample.

- Organic Matter Content (ASTM Designation: D 2974) for soil index properties; and
- Cation Exchange Capacity (Environmental Protection Agency (EPA) Designation: 9081) for soil properties

Copies of the laboratory test reports are enclosed in Appendix B.

5.0 SUBSURFACE CONDITIONS

The following discussion summarizes the subsurface conditions encountered during the test pit explorations. Please refer to the enclosed test pit logs (Appendix A) for more detailed information regarding subsurface conditions.

5.1 Regional Geologic Setting

The *Geologic Map of Richland 1:100,000 Quadrangle, Washington*; Washington Division of Geology and Earth Resources, Open File Report 94-8 (1994), shows near-surface geology in the site vicinity is mapped as Q_{fs3} – Outburst flood deposits. Q_{fs3} consists of lacustrine silt and fine sand, rhythmically bedded with stringers of coarse sand and gravel and small-scale cross-bedding and discrete layers of volcanic ash. In our opinion, the soils encountered in the test pit excavations are consistent with the mapped geology.

5.2 Soils

The soil profile generally consists of a very stiff to hard ***Sandy Silt (ML)*** with some dense ***Silty Sand (SM)***, which extends to the full excavation depths. Several test pits also encountered a thin (2 inch) ash deposit, at varying depths below the ground surface (bgs).

5.3 Groundwater

Groundwater was not encountered in the test pit explorations. Based on logs from nearby wells, groundwater is approximately 150 to 200 ft feet below the existing surface elevation.

6.0 HAZARDOUS AREA EVALUATION

The City of Richland Geologic Hazards and Critical Areas Map does not identify any areas of the project as within a Steep Slopes area with slopes greater than 15 percent **(Figure 4 - Geologic Hazards and Critical Areas Map).** Hidden thrust faults are located approximately 0.5 and 1.5 miles southwest and northeast of the site, respectively. **(Figure 5 - Geologic Hazards - Faults**). Significant development, including excavating roads and creating building pads, has occurred in the area with little geologic hazard impact.

Although the area is not identified as a critical slope area, we recommend slope preparation and fill placement follow IBC 2018 Appendix J requirements. Constructed fills should be constructed with 2 horizontal:1 vertical (2H:1V) cut and fill slopes. Proposed structures should be located with setbacks as required by IBC 2018. **Figure 6 - IBC Benching Requirements** shows the IBC recommended benching method presented in IBC 2018 Appendix J.

Stormwater and erosion hazards will be managed through on-site collection and retention facilities. Vegetative cover or landscaping will be used to control erosion on individual building sites.

7.0 CONCLUSIONS AND RECOMMENDATIONS

7.1 General

The entire site is used for agriculture and generally consists of rolling hills, with some level sections. The existing vegetation and brush must be removed prior to grading. Moderate to extensive grading is anticipated to accommodate construction across the site.

7.1.1 Test Pit Backfill

Double J used the excavator to backfill each test pit upon completion. The operator compacted the excavated material into the test pits using the excavator bucket. The test pits should be over-excavated and backfilled with compacted structural fill during site grading in accordance with Section "7.2 Earthwork" below.

7.2 Earthwork

Any existing vegetation and deleterious debris should be removed from building and pavement areas. We anticipate approximately 6 inches of topsoil should be removed. However, deeper brush roots will require additional effort. Stripped soil with organic materials may be stockpiled for use in future landscape areas but may not be used as structural fill.

7.2.1 Pre-Wetting Borrow Areas

Soils at the site were typically dry at the time of our explorations. Depending on conditions at the time of construction, the soils may require moisture conditioning, either by adding moisture or drying, prior to being compacted.

Our experience indicates adding moisture to the borrow area prior to excavation is an effective way to moisture condition the material. We recommend adding water by sprinkling the borrow area until the wetted front extends approximately 2 feet below the excavation depth.

7.2.2 Fill Subgrade Preparation

Subgrade areas to receive fill should be moisture conditioned to within 2 percent of optimum in the upper 12 inches and compacted to a minimum 92 percent of the maximum laboratory dry density as determined by the ASTM Designation: D 1557 – *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort.* We recommend using a heavy, kneading-type compactor (sheepsfoot) in the static mode to compact the fine-grained materials. Vibratory compactors tend to pump moisture to the surface of fine-grained materials resulting in unstable areas. The subgrade should be proof rolled using a loaded water truck or dump truck to identify loose or unstable areas. The geotechnical engineer should observe the subgrade proof-rolling to assist in determining loose soils.

To reduce the potential for slide planes developing between the native soils and the structural fill, we recommend constructing slopes in accordance with IBC 2018 Appendix J. The IBC recommends constructing a keyway at the toe of the proposed fill slope to reduce sliding potential. The horizontal keyway should extend perpendicular to the underlying slope. The keyway should be a minimum 2 feet deep and 10 feet wide. The IBC recommends benches be created at approximately 2-foot intervals to tie fill to the underlying surface. For every 2 feet of fill placed, the native slope should be benched horizontally to accommodate another 2-foot lift, as shown in **Figure 6**.

The finished building pads should be constructed with 2H:1V cut and fill slopes. The fill slopes must extend from the building pad elevation until it intercepts the native slopes. Proposed structures must be located with setbacks as required by IBC 2015.

7.2.3 Material Reuse

The onsite silty sand and sandy silt, free of organics and debris, and with material larger than 3-inch diameter removed, may be used for general and backfill. If imported fill is needed, we recommend a well-graded, 2-inch minus, pit-run sand and gravel with less than 5 percent fines. All fill should be placed in accordance with Section “7.2.4 Fill Placement and Compaction”.

7.2.4 Fill Placement and Compaction

Fill and backfill should be moisture conditioned to within 2 percent of optimum, placed in maximum 8-inch loose lifts, and compacted to a minimum 95 percent of ASTM D 1557. We recommend in-place density tests be performed to verify that the compaction requirements are achieved. Density tests should be performed a minimum of every 2 feet of fill placed during grading.

Compaction efforts on silty material is best accomplished using a heavy, sheepsfoot-type or kneading compactor in static mode. Using vibratory, flat-drum compactors on the silt soils at this site may result in pumping moisture to the surface during compaction.

Building pads created in cut areas should be scarified a minimum of 12 inches, moisture conditioned to within 2 percent of optimum, and compacted to 95 percent of ASTM D 1557.

7.2.5 Slopes

Occupational Safety and Health Administration (OSHA) Type C soil best describes the onsite silty sand with gravel. Type C soils may have maximum temporary construction slopes of 1.5 Horizontal to 1 Vertical (1.5H:1V). Permanent cut or fill slopes should be no steeper than 2H:1V and

must be protected from both wind and water erosion. Erosion protection may consist of vegetative cover or a minimum 3 inches of coarse concrete aggregate conforming to the requirements of WSDOT Specification 9-03.1(4) c, "Concrete Aggregate AASHTO Grading No. 57."

7.2.6 Utility Trenching

Utility trenching should be accomplished in accordance with American Public Works Association (APWA) Standard Specifications. Based on our explorations, we anticipate excavations may be made using standard excavation equipment. Utility piping should be bedded as recommended in the APWA specifications. Utility trenches should be backfilled using structural fill compacted as specified in section "7.2.3 Fill Placement and Compaction". Enough backfill should be placed over the utility before compacting with heavy compactors to prevent damage. Onsite sandy silt materials with gravels smaller than 3 inches may be used for utility trench backfill.

7.2.7 Wet Weather Construction

The site soils are typically dry to moist fine sand and silt. The stability of the exposed soils may deteriorate due to change in moisture content. If construction occurs during wet weather, we recommend:

- Fill material consist of clean, granular soil with less than 5 percent fines passing the #200 sieve. Fines should be non-plastic.
- The ground surface in the construction area should be sloped to drain and sealed to reduce water infiltration and to prevent water ponding.
- Work areas and stockpiles should be covered with plastic. Geotextile silt fences, straw bales, straw wattles, and/or other measures should be used as needed to control soil erosion.

7.2.8 Infiltration Rate

We understand stormwater will be managed using infiltration basins. We conducted an infiltration test in Test Pits 1 through 8 at approximately 5 feet bgs. The infiltration tests were conducted in general accordance with the Small PIT method described in the 2019 Washington Department of Ecology Stormwater Management Manual Table 6.3 and Appendix 6.B.

We filled each test pit with approximately 2 feet of water. The water was allowed to saturate the underlying soils for a minimum of 2 hours. The pits were again filled with water and the depth below the reference was measured when filling stopped. We obtained measurements at 15-minute intervals over the following hour. The water surface elevation changes between the 30- and 60-minute readings are used to calculate the infiltration rate. The test results are summarized below:

Table 7.2.8- 1 Infiltration Test Results

Location	TP-1	TP-2	TP-3	TP-4	TP-5	TP-6	TP-7	TP-8
Pre-soak Period (hours)	2	4	2	2	5	2	2	2
Initial Test (inches below reference)	24.5	32.5	30.75	24.25	38.0	33.25	37.0	36.25
15 Minutes (inches below reference)	26.0	35.0	33.5	27.75	41.5	34.5	38.75	39.0
30 Minutes (inches below reference)	27.5	37.0	37.5	30.25	43.75	36.0	39.75	41.25
45 Minutes (inches below reference)	28.5	39.25	39.0	32.5	45.0	38.0	40.75	43.5
60 Minutes (inches below reference)	29.75	41.0	41.0	34.5	46.5	38.5	42.0	45.5
Infiltration Rate (inches/minute)	0.075	0.133	0.117	0.142	0.092	0.083	0.075	0.142
Infiltration Rate (minutes/inch)	13.3	7.5	8.6	7.1	10.9	12	13.3	7.1
Infiltration Rate **(inches/hour)**	**4.5**	**8**	**7**	**8.5**	**5.5**	**5**	**4.5**	**8.5**

Due to the stratified fine to medium sand seams and pockets, and the cementation observed, the indicated rates may be greater or less than those anticipated across the site. Based on the results of the infiltration tests and our experience with silty soils, we recommend using an infiltration rate of 4 inches per hour. This rate does not include safety factors. The system designer should incorporate an appropriate factor of safety against slowing rates over time due to biological and sediment clogging.

8.0 FOUNDATION DESIGN RECOMMENDATIONS

8.1 Footings

Typical residential structures may be supported on conventional spread or continuous footings bearing on the native sandy silt, silty sand, or compacted structural fill. Exterior footings should be embedded a minimum 24 inches below adjacent grades for bearing considerations and frost protection. To avoid differential settlement, it is important all footings bear on similar soils. If footing excavations encounter differing soils at footing depth, or are founded partially on native soils and partially on fill soils, we recommend over-excavating the footings and installing 6 inches of compacted ⅝-inch minus CSTC. The CSTC should be compacted to 95 percent of ASTM D 1557. Prior to placing CSTC or footing concrete, footing subgrade should be moisture conditioned and compacted to 95% of ASTM D 1557.

If ash is encountered in footing excavations, the ash should be removed and replaced with compacted CSTC.

We recommend constructing footings a minimum 2 feet wide for spread footings and minimum 16 inches wide for continuous footing. Footings constructed in accordance with these recommendations can be designed with an allowable bearing pressure of 1,800 pounds per square foot (psf). The

: general@baertesting.com

allowable bearing pressure may be increased by one-third for short-term transient loading conditions (i.e., seismic and/or wind loads).

We anticipate settlement will be the limiting factor for foundation design. Foundation settlement estimates are based on the soil profile and soil density encountered at the site. Foundations designed as outlined above should experience less than ½-inch of settlement. We anticipate differential settlement will be less than half of total settlements between adjacent footings or across approximately 20 feet of continuous footings. Settlement should occur rapidly as loads are applied.

Lateral forces may be resisted using a combination of friction and passive earth pressure against the buried portions of the structure. For design, a coefficient of friction of 0.35 may be assumed along the interface between the footing base and the compacted silt. If CSTC is used below the footings, a 0.45 coefficient of friction may be used. Passive earth pressure from the sand backfill may be calculated using an equivalent fluid weight of 250 psf per foot of embedment depth. The recommended coefficient of friction and passive earth pressure values do not include a safety factor.

8.2 Concrete Slabs-on-Grade

The exposed subgrade in areas to receive a concrete slabs-on-grade should be moisture conditioned and compacted to a minimum of 95 percent of the maximum laboratory dry density as determined by ASTM D 1557.

After compacting the subgrade, we recommend placing a minimum 6-inch layer of 5/8-inch CSTC under the concrete slab. The CSTC should be compacted to a firm, non-yielding condition. The geotechnical engineer should observe subgrade preparation prior to gravel placement.

8.3 Retaining Walls

Retaining wall foundations should be designed and constructed in accordance with the footing recommendations. All retaining walls should be designed with a minimum 12-inch-wide drainage zone directly behind the wall. The on-site sandy silt may be used as backfill behind the drainage zone. The drainage zone should be separated from the backfill using a separation geotextile. Backfill should be placed in maximum 8-inch loose lifts and compacted to 95 percent of ASTM D 1557.

If retaining walls are constructed as recommended above, the values in the following table may be used for design.

Table 8.3-1 Retaining Wall Design

Design Parameter	Value, pcf/ft. depth
Active Earth Pressure (unrestrained walls)	35
At-rest Earth Pressure (restrained walls)	55

8.4 Pavement Sections

We anticipate traffic will consist of automobiles and light trucks, with occasional heavier garbage and delivery trucks. Based on the anticipated traffic, we recommend using the following pavement section.

Table 8.4-1 Recommended Pavement Section

Material Layer	Layer Thickness, inches	Compaction Standard
Asphaltic Concrete Pavement (HMACP)	3	91 percent of Maximum Theoretical Specific Gravity (Rice's)
Crushed Stone Top Course (CSTC) WSDOT 5/8-inch minus Top Course	6	95 percent of ASTM D 1557
Compacted Subgrade	12	95 percent of ASTM D 1557

The upper 12 inches of the pavement subgrade should be moisture conditioned and compacted to 95 percent of ASTM D 1557. The geotechnical engineer should observe the subgrade prior to base course placement. Soft or unstable areas should be stabilized or over-excavated and replaced with compacted structural fill prior to paving.

8.5 Seismic Design

Structures should be designed in accordance with the 2018 International Building Code (IBC). The Site Class is based on the average conditions present within 100 feet of the ground surface. The Site Classification is based on shear wave velocity. To establish a higher site class, additional explorations are required, including deep borings and geophysical measurements. Based on the available information, we recommend using the default classification Site Class D (Stiff Soil). Design values determined for the center coordinates of the site using the United States Geological Survey (USGS) *Earthquake Ground Motion Parameters* utility (ATC Hazards by Location Tool – ASCE 7-16) are summarized in Table 8.4-1 below.

Table 8.5-1 Recommended Earthquake Ground Motion Parameters (2018 IBC)

Parameter	Value
Location (Latitude, Longitude), degrees	46.207750; -119.325556
Mapped Spectral Acceleration Values (MCE, Site Class D):	
Short Period, S_s	0.438 g
1.0 Sec. Period, S_1	0.166 g
Soil Factors for Site Class D:	
F_a	1.45 g
F_v	2.268
S_{DS}	0.423 g
S_{D1}	0.251

8.5.1 Liquefaction

Soil liquefaction occurs when saturated soil deposits temporally lose strength and behave as a liquid in response to earthquake shaking. Liquefaction typically occurs in loose, granular soils located in the upper 50 feet and below the water table. The onsite sandy silt is firm to hard and groundwater is typically encountered 150 to 200 feet below the site surface. In our opinion, the liquefaction potential

at this site is low. Additional explorations and analysis are required to quantify anticipated settlements due to potential liquefaction.

8.5.2 Fault Rupture Potential

Based on our review of available geologic literature, two hidden, northwest - southeast trending hidden thrust faults generally follow the base of the hills (Badger Mountain and Horse Heaven Hills) 1.5 miles northeast, and 0.5 miles southwest of the site, respectively. We are not aware of any demonstrated movement along these faults in the last 10,000 years. We did not observe evidence of surface rupture or recent faulting during our field observation. Therefore, we conclude the fault rupture potential is low at this site.

8.5.3 Slope stability

The natural terrain in the area is generally stabilized dunes with varying minor slopes and elevation changes. Isolated areas may have slopes greater than 15 percent as discussed in Section 6 above. In our opinion, the potential for slope failure impacting the proposed project site is low.

9.0 ADDITIONAL SERVICES

BAER is available to provide further geotechnical consultation during the project design phase. We should review the final design and specifications to verify earthwork and foundation recommendations have been properly interpreted and incorporated into the project design and construction specifications. We are also available to provide geotechnical engineering and special inspection services during construction. Observation during construction provides the geotechnical engineer the opportunity to assist in making engineering decisions if variations in subsurface conditions become apparent. If BAER is not retained to provide construction phase services, we cannot be responsible for soil-related construction errors or omissions.

Construction observation and special inspection services are not part of this geotechnical engineering study scope of work. We will be pleased to provide a separate proposal for the construction phase services, if desired.

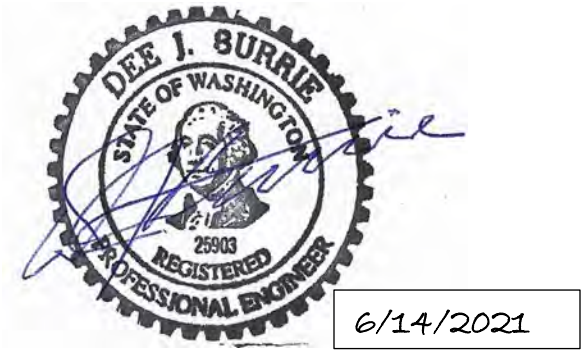
10.0 UNCERTAINTIES AND LIMITATIONS

This report was prepared for use the exclusive use of AHBL, Inc. and their design team for the proposed Harvest Ridge development in Benton County and South Orchard development in Richland, Washington. This report presents the data from observation and field testing and is based on subsurface conditions at the specific locations and depths indicated. No other representation is made. This report should be made available to potential contractors for information on factual data only. Conclusions and interpretations presented in this report should not be construed as a guarantee or warranty of the subsurface conditions. If changes are made to the project components or layout, additional geotechnical data and analyses may be necessary.

Within the limitations of scope, schedule, and budget, BAER attempted to execute these services in accordance with generally accepted professional principles and practices in the field of geotechnical engineering at the time the report was prepared. No warranty, expressed or implied, is made. The scope of our services did not include environmental screening of soil samples retrieved from the explorations completed for this project. Further, we did not complete environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous or toxic materials in the soil, rock, surface water, or air in the project area.

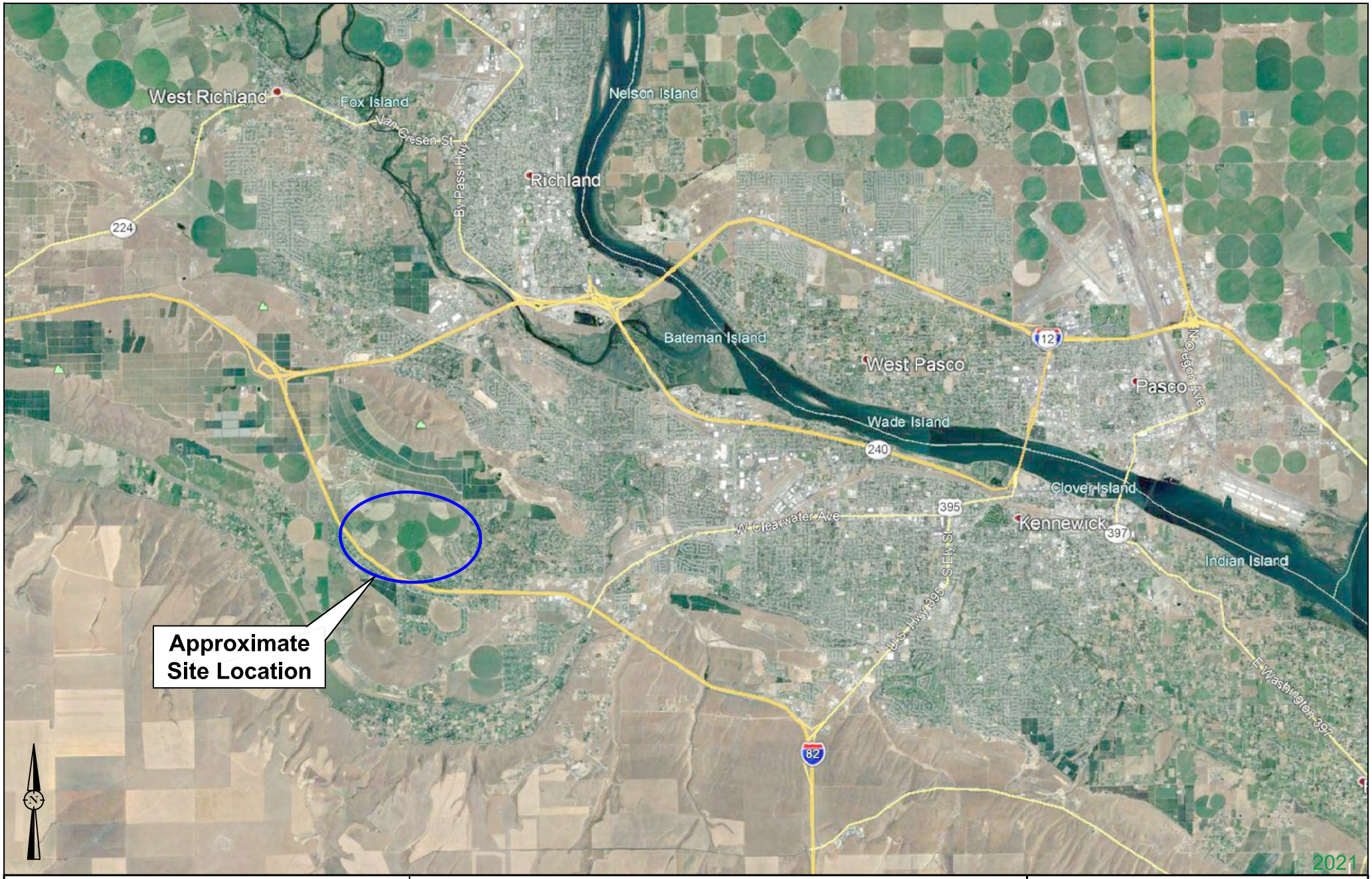
We appreciate the opportunity to be of service. If you have questions or comments, please contact our office.

Sincerely,
BAER TESTING & ENGINEERING, INC.



Dee J. Burrie, P.E.
Chief Engineer

: general@baertesting.com



Notes:
Location Map developed using Images by Google Earth Pro.

0 2 4

Approximate Scale in Miles

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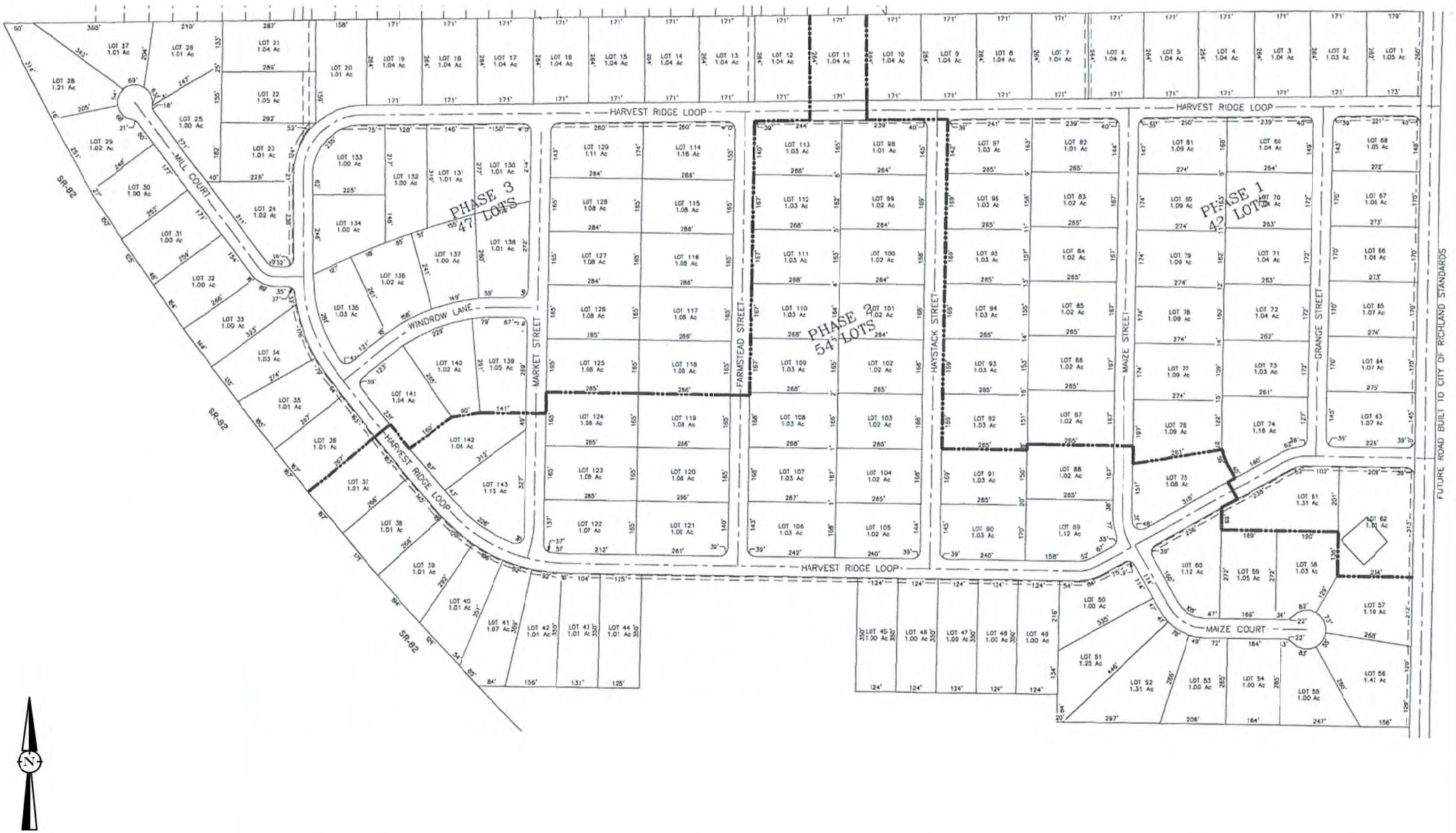
Harvest Ridge and South Orchard Residential Developments
Benton County, Washington

Site Location Map

21-135	FIG. 1



Notes:

Location Map developed using Images Provided by AQTERA Engineering.

0 300 600

Approximate Scale in Feet

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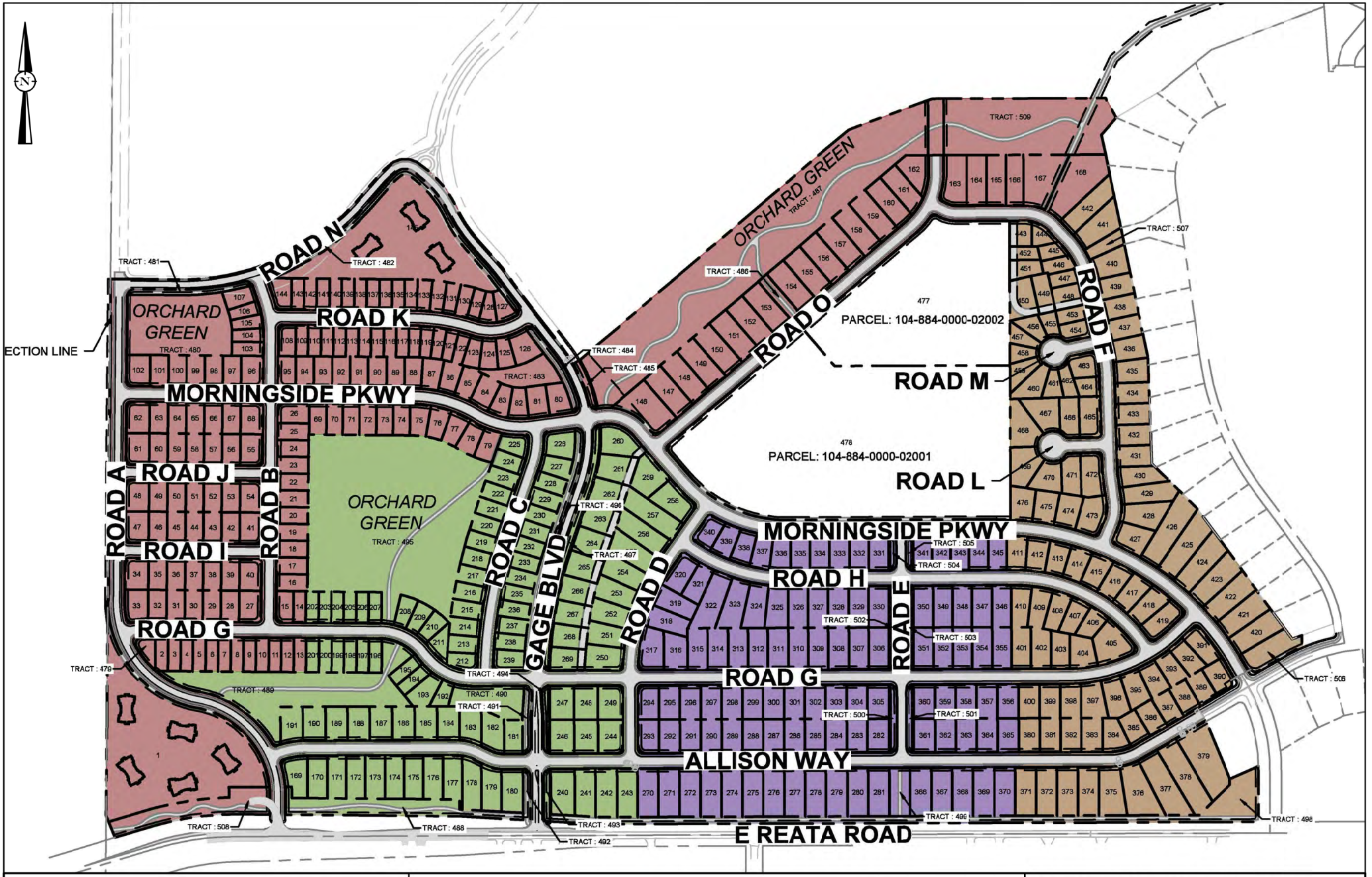
Harvest Ridge Site Layout

21-135 | FIG. 2A



Notes:

Location Map developed using Images Provided by AQTERA Engineering.

0 300 600

Approximate Scale in Feet

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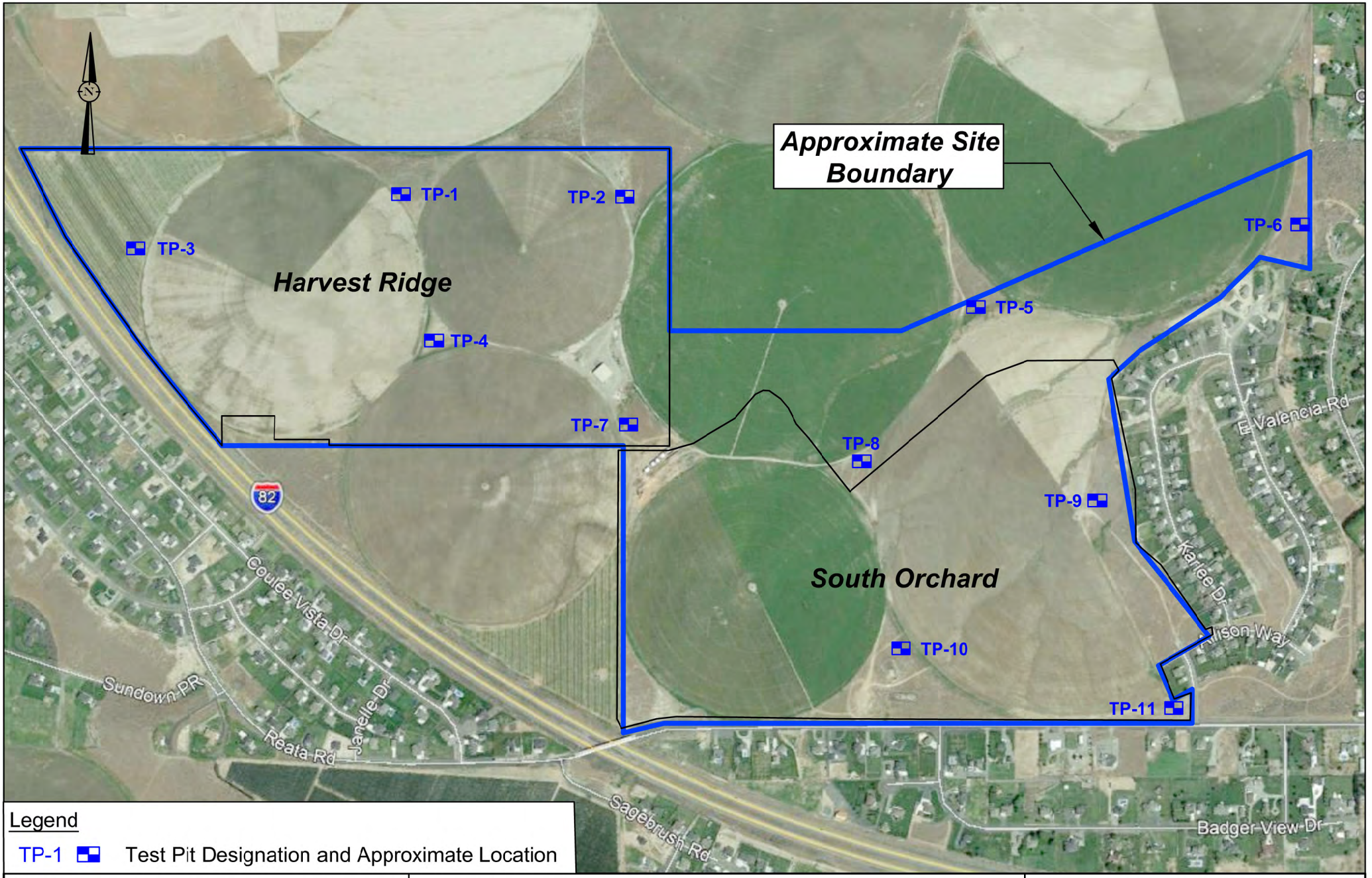
South Orchard Site Layout

21-135 | FIG. 2B



Legend

TP-1 Test Pit Designation and Approximate Location

Notes:

Location Map developed using Images Provided by Google Earth Pro.

0 1000 2000

Approximate Scale in Feet

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Exploration Map

21-135 | FIG. 3

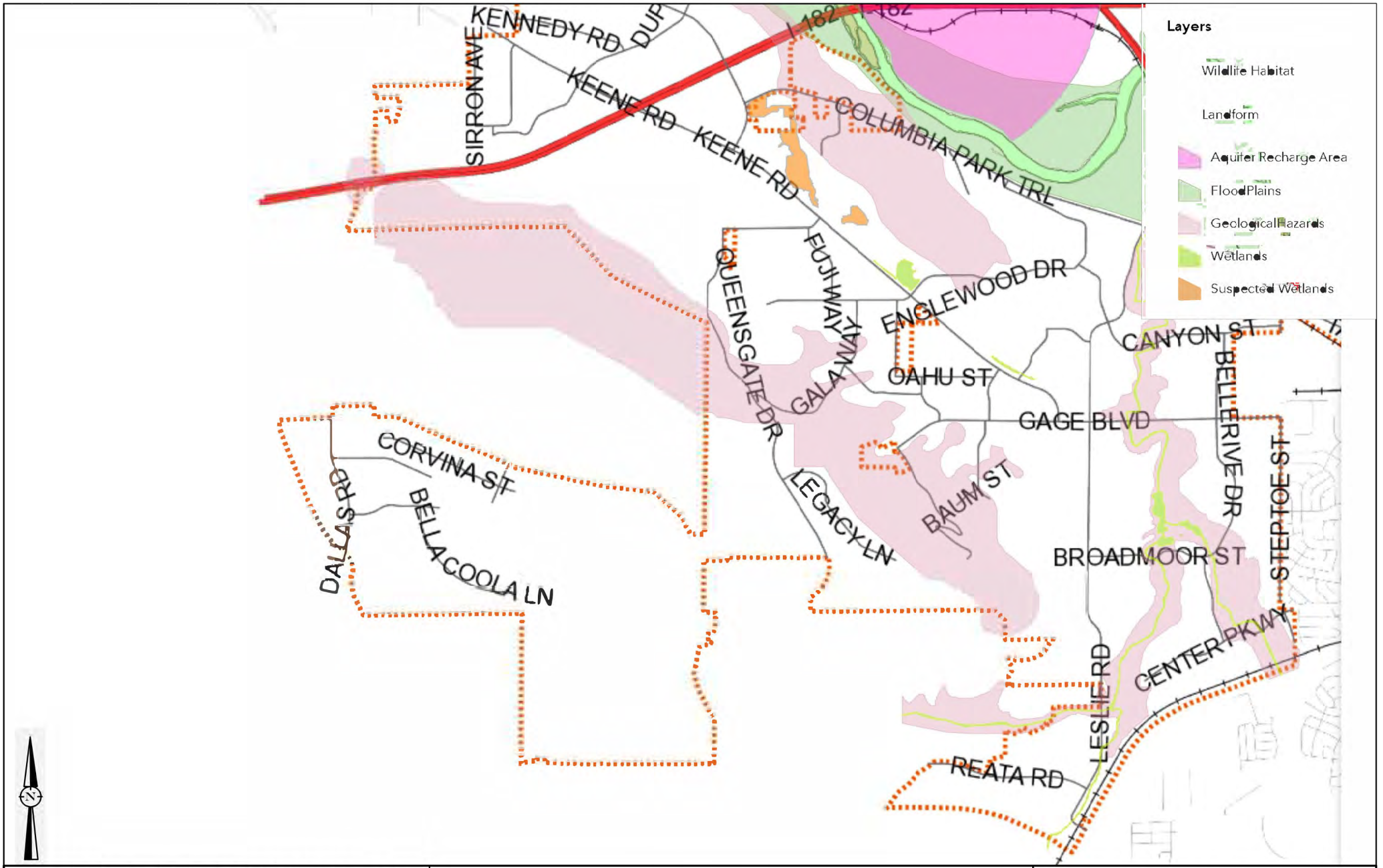

Image created using the City of Richland, WA, Geologic Hazards and Critical Areas map.
https://richlandwa.maps.arcgis.com/apps/webappviewer/index.html

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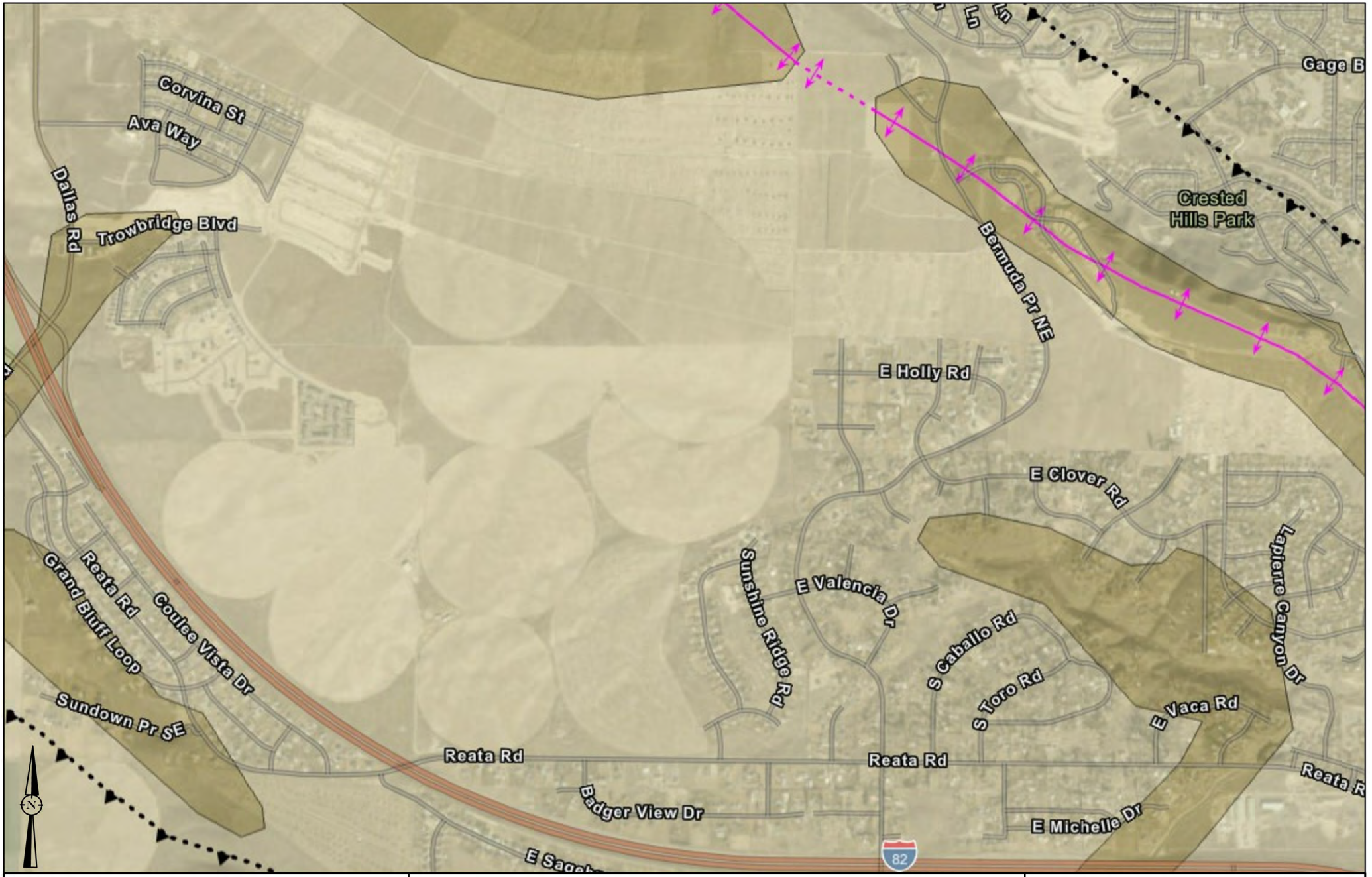
Geologic Hazards and Critical Areas Map

21-135 | FIG. 4



Notes:

Location Map developed using the Washington State Departmend of Natural Resources, Natural Hazards. (https://www.dnr.wa.gov/geologyportal)

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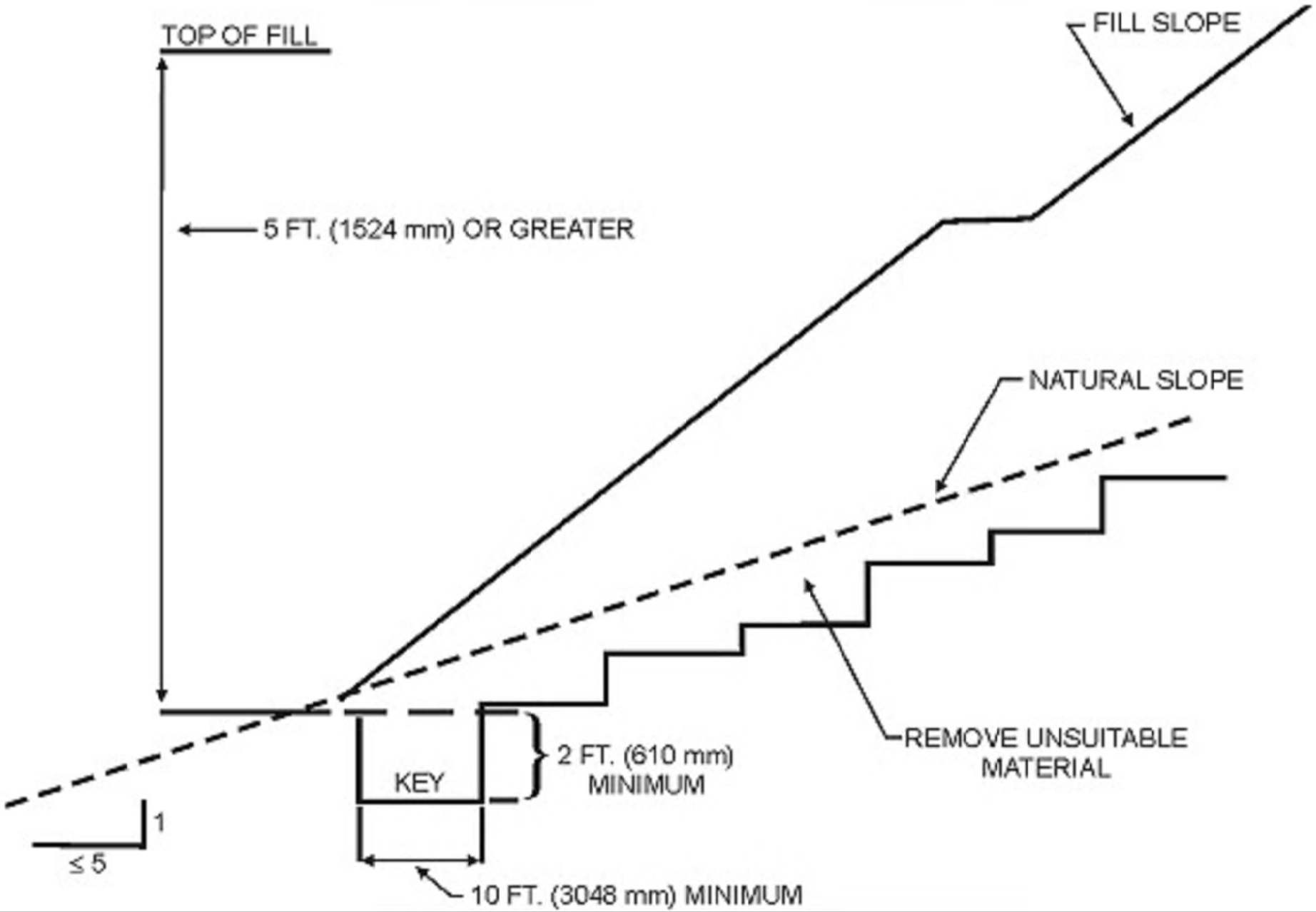
Geologic Hazards - Faults

21-135 | FIG. 5



Notes:
Image Developed From the 2015 International Building Code (IBC) Appendix J.

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IBC Benching Requirements

21-135 | FIG. 6

APPENDIX A
TEST PIT LOGS

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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: NW Corner of North Edge

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

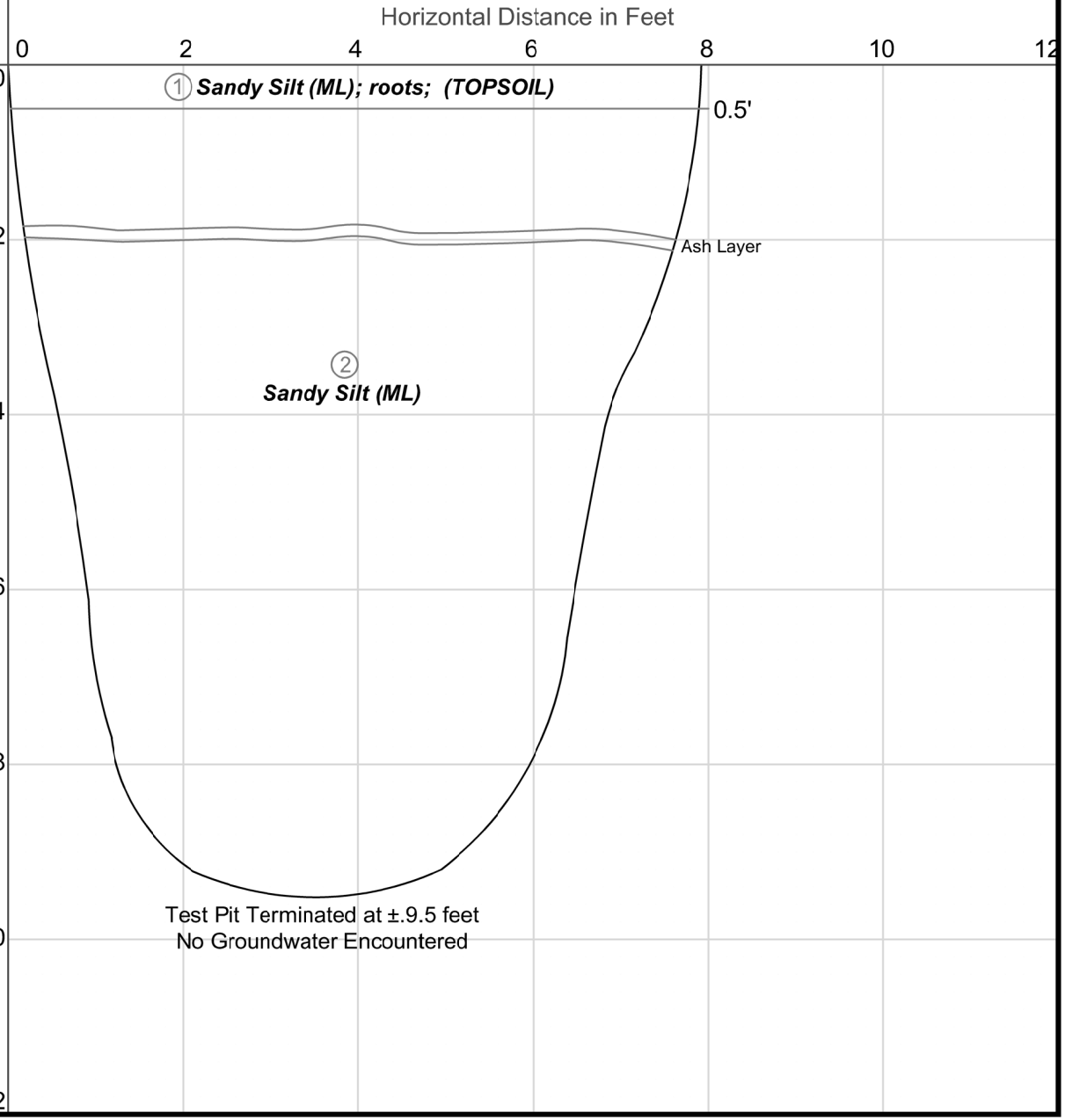
LOG OF Test Pit TP-1

Logged By: BH GPS Coordinates: N 46.212763 E -119.341077

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Sparse Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
② 0.5-9.5' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented; volcanic ash layer at approximately 1.5 feet.		5-50/1½"	S-1	2, 4, 6, 8
Test Pit Terminated at ±9.5 feet No Groundwater Encountered				10, 12

Sketch of West Pit Side

Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/3/2021 LOCATION: NW Corner of North Edge

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

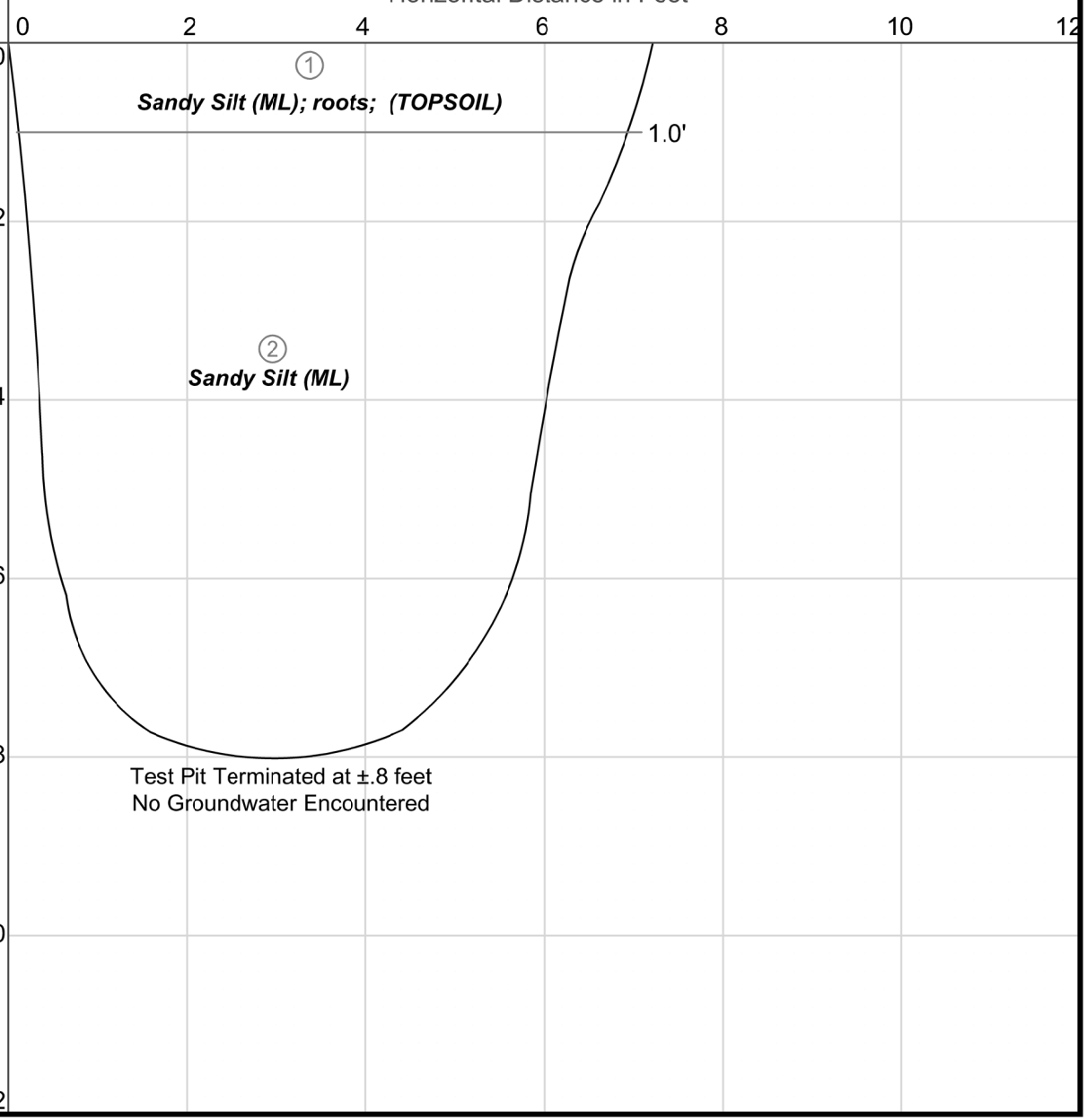
LOG OF Test Pit TP-2

Logged By: BH GPS Coordinates: N 46.212082 E -119.326898

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Sparse Brush				
① 0-1.0' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
②1.0-8.0' Hard, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.		12-31-33		2, 4, 6
Test Pit Terminated at ±8 feet No Groundwater Encountered			S-1 ☒	8
				10, 12

Sketch of West Pit Side

Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: NW Corner of West Edge

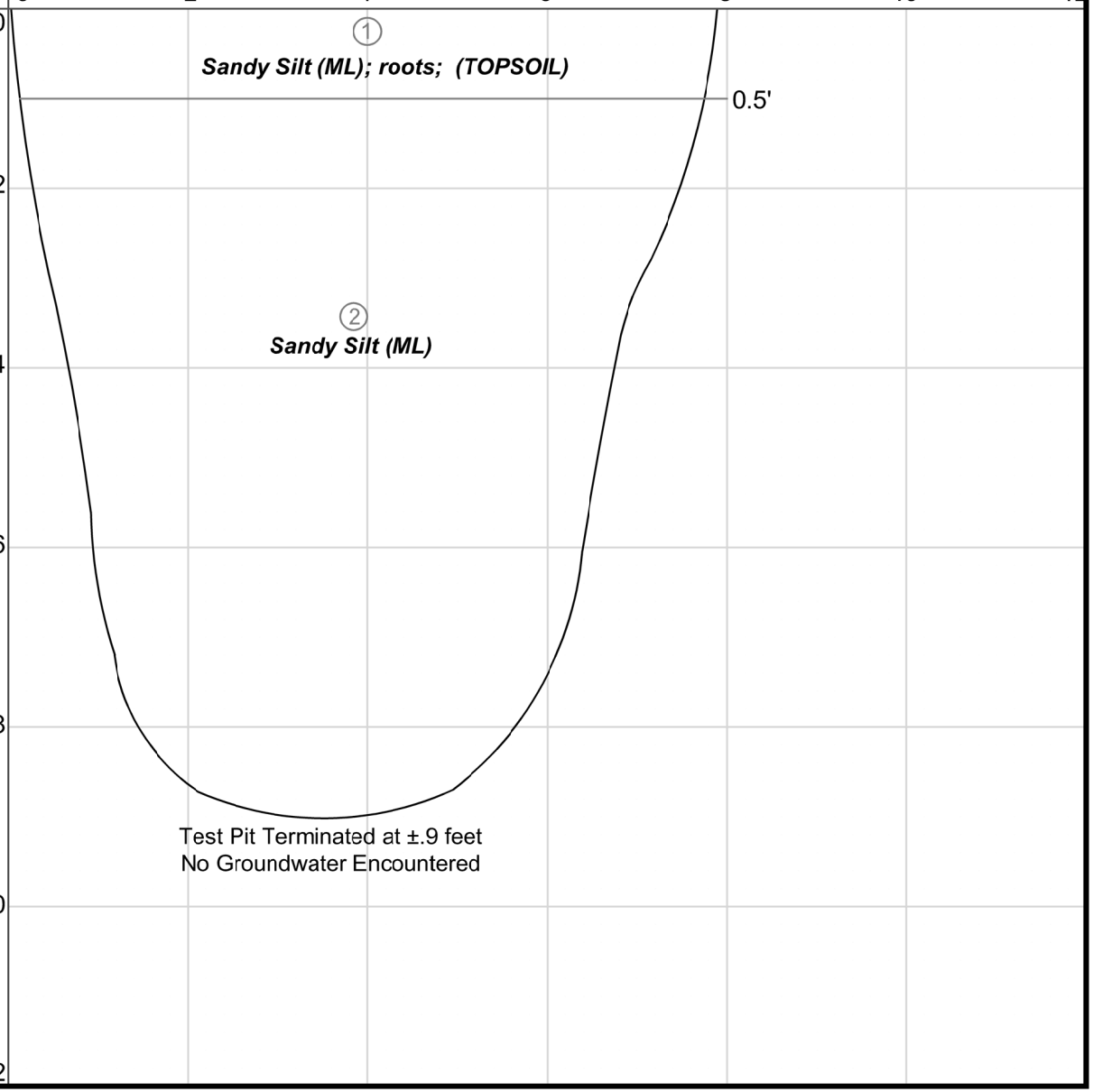
PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

LOG OF Test Pit TP-3

Logged By: BH GPS Coordinates: N 46.210642 E -119.341077

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Grass				
① 0-1.0' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
②1.0-9.0' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Dry; trace subrounded and subangular gravel, maximum diam. approximately 2 inches; fine to medium sand; nonplastic silt; strongly cemented.		5-50/1"	S-1 ☒	2
* increased sand with depth.		10-50/1¾"		4
				6
				8
			S-2 ☒	
Test Pit Terminated at ±9 feet No Groundwater Encountered				10
Infiltration Test Performed				12

Sketch of West Pit Side Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: Middle of NW Corner

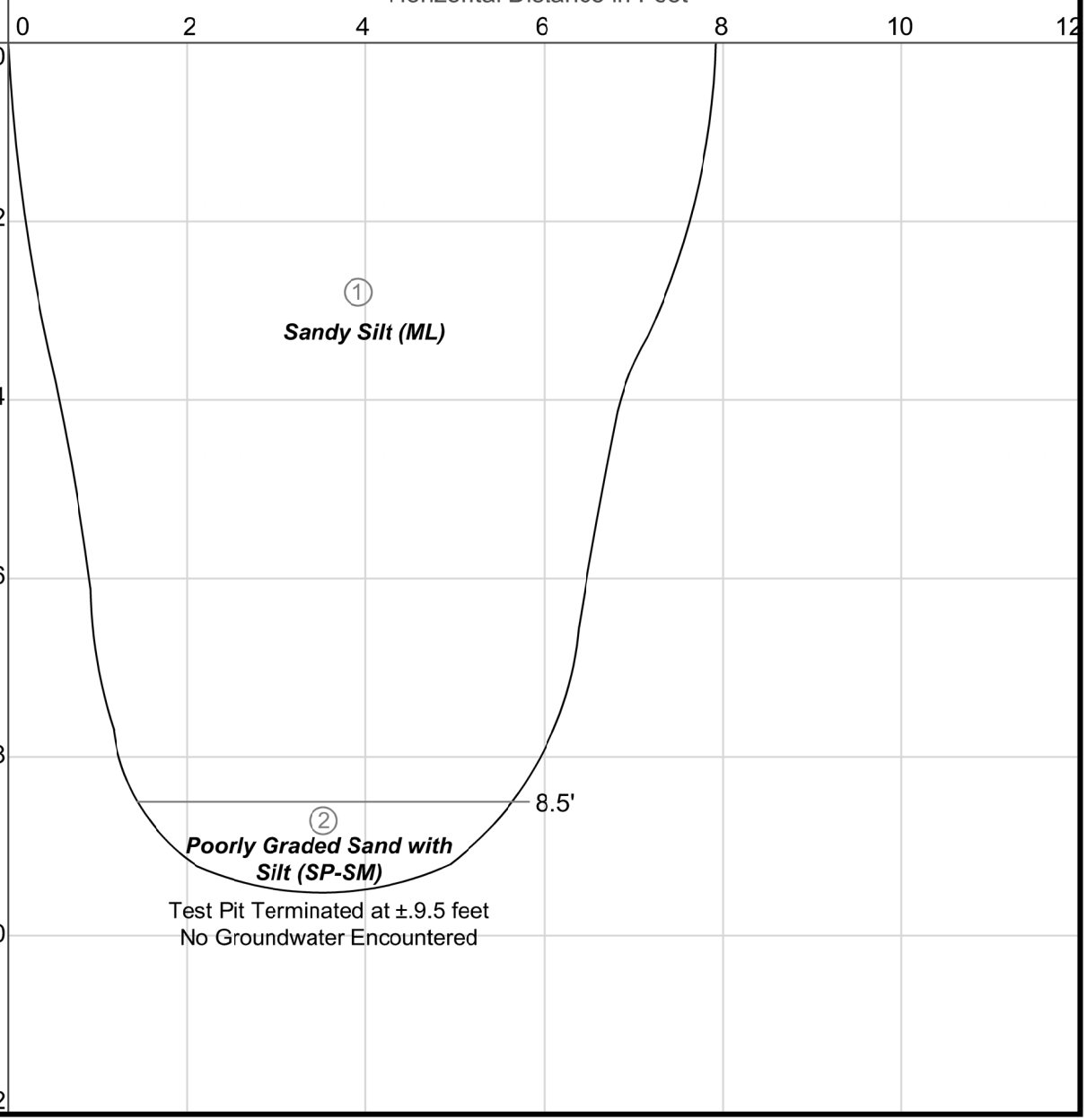
PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

LOG OF Test Pit TP-4

Logged By: BH GPS Coordinates: N 46.209808 E -119.334377

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Sand/Silt				
① 0-8.5' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Moist; fine to medium sand; nonplastic silt; strongly cemented. *trace gravel near surface, subrounded and subangular, max. diam. 2 inches.	None Observed			0
				2
				4
				6
② 8.5-9.5' Dense, gray/brown, ***Poorly Graded Sand with Silt (SP-SM)***; Moist; fine to medium sand; trace nonplastic silt.			S-1 ☒	8
Test Pit Terminated at ±9.5 feet No Groundwater Encountered				10
				12

Sketch of West Pit Side Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/3/2021 LOCATION: Middle of NE Corner

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

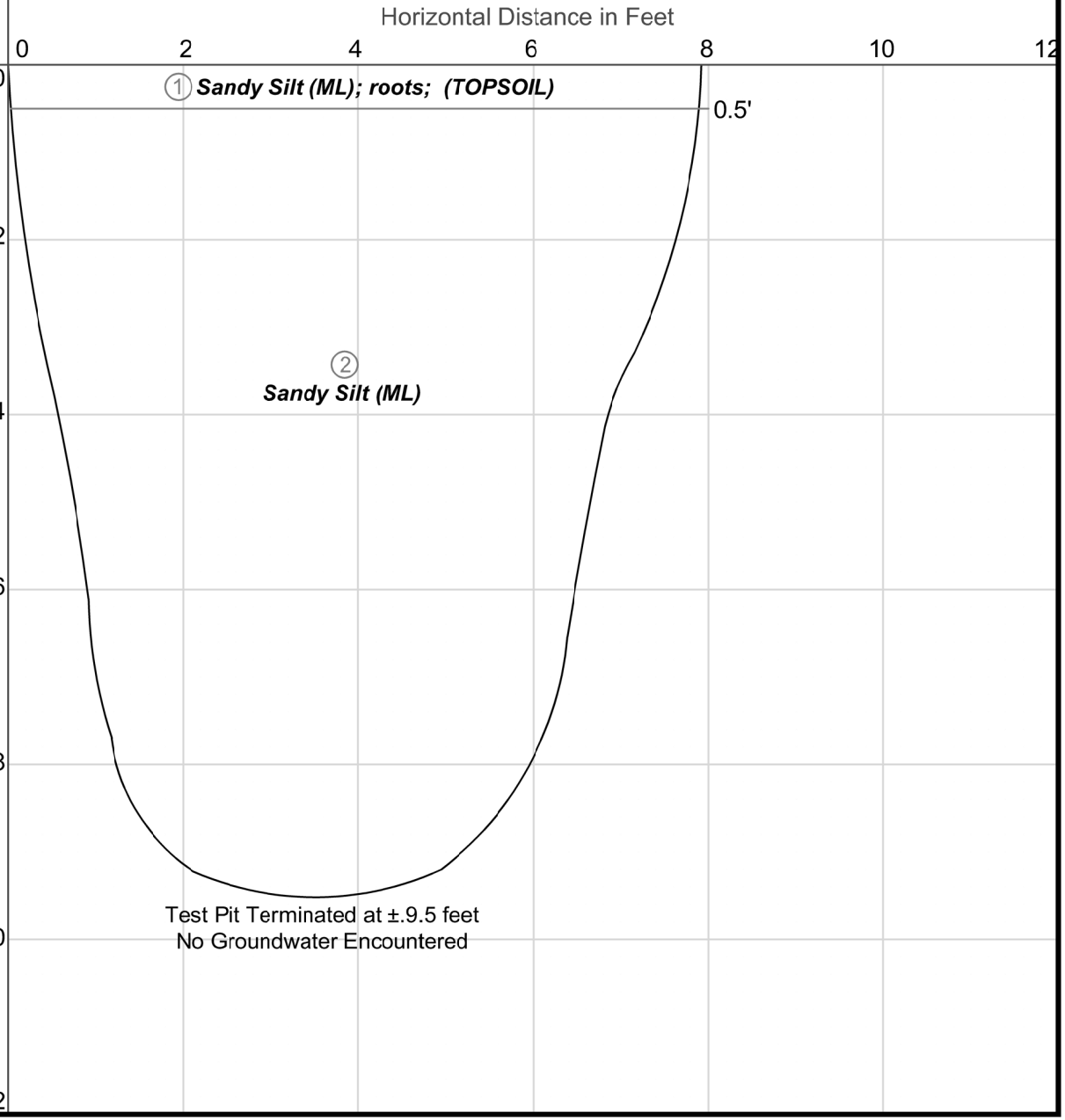
LOG OF Test Pit TP-5

Logged By: BH GPS Coordinates: N 46.211123 E -119.317662

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Sparse Brush /Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
② 0.5-9.5' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.		8-30-50/1½"	S-1 ☒	2, 4, 6, 8
Test Pit Terminated at ±9.5 feet No Groundwater Encountered				10
Infiltration Test Performed				12

Sketch of West Pit Side

Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/3/2021 LOCATION: NE Corner

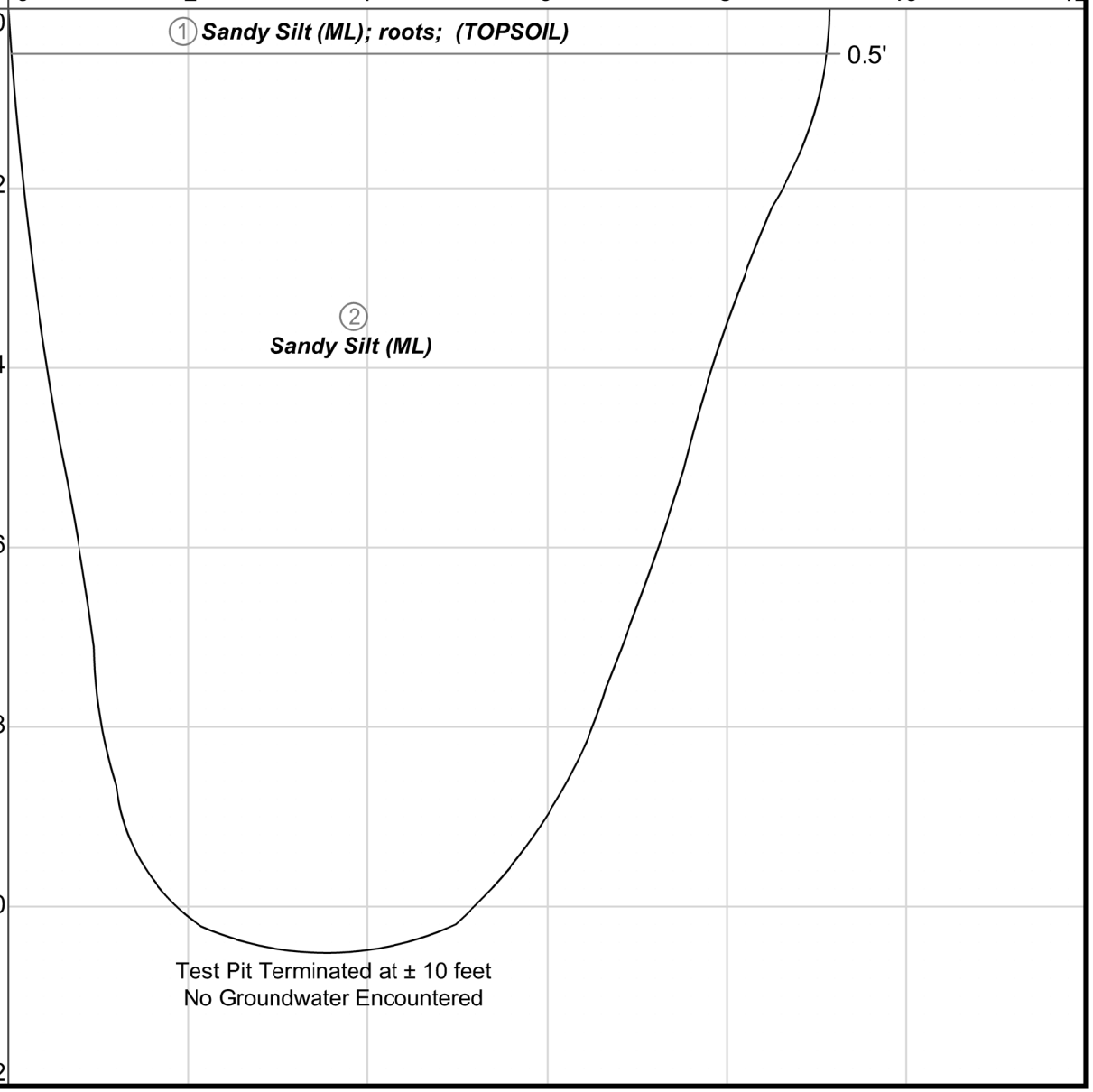
PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

LOG OF Test Pit TP-6

Logged By: BH GPS Coordinates: N 46.211463 E -119.307760

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Light Brush Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
② 0.5-9.5' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.		5-20-25	S-1	2, 4, 6, 8, 10
Test Pit Terminated at ±10 feet No Groundwater Encountered				12
Infiltration Test Performed				

Sketch of West Pit Side Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/3/2021 LOCATION: Middle of West Edge

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

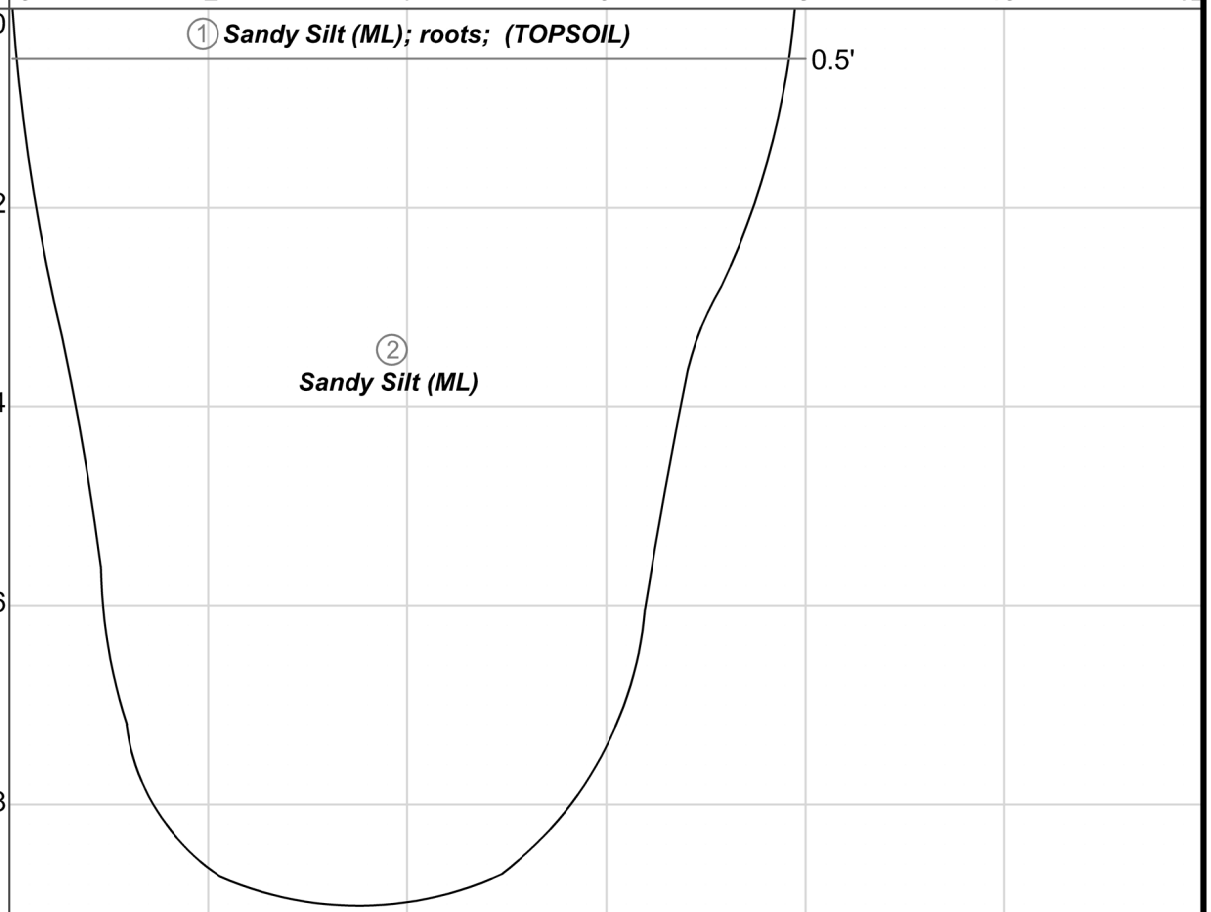
LOG OF Test Pit TP-7

Logged By: BH GPS Coordinates: N 46.207715 E -119.327165

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Light Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
② 0.5-9.5' Very Stiff to hard, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.				2
				4
				6
				8
Test Pit Terminated at ±9 feet No Groundwater Encountered				10
Infiltration Test Performed				12

Sketch of South Pit Side Surface Elevation:

Horizontal Distance in Feet



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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: Middle of East Side

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

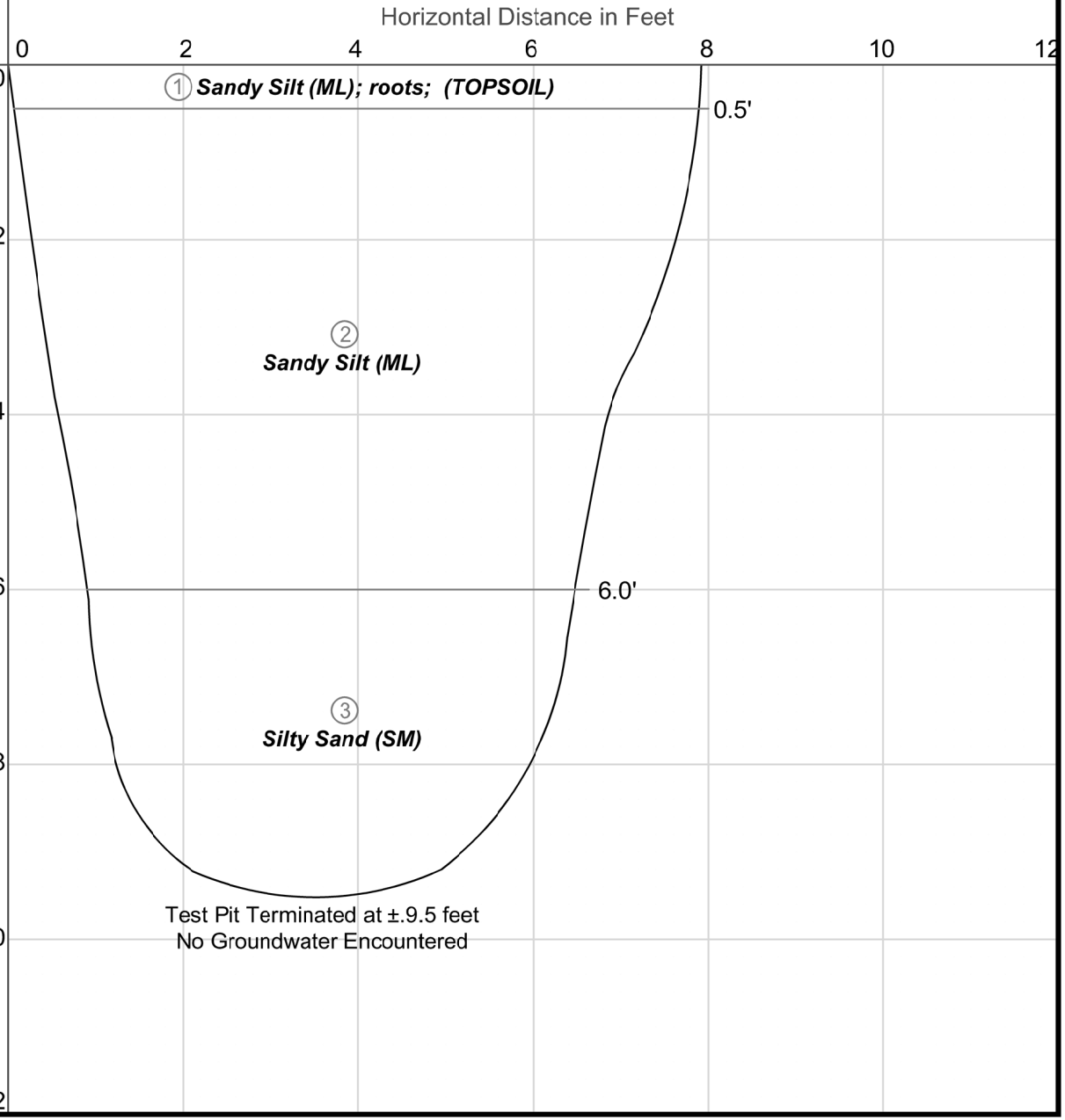
LOG OF Test Pit TP-8

Logged By: BH GPS Coordinates: N 46.207022 E -119.320244

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Sparce Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed	7-26-16	S-1	0
② 0.5-6.0' Stiff to Very Stiff, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.				2
				4
③ 6.0-9.5' Medium dense, light brown, ***Silty Sand (SM)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.				6
				8
Test Pit Terminated at ±9.5 feet No Groundwater Encountered				10
Infiltration Test Performed				12

Sketch of West Pit Side

Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: Middle of East Edge

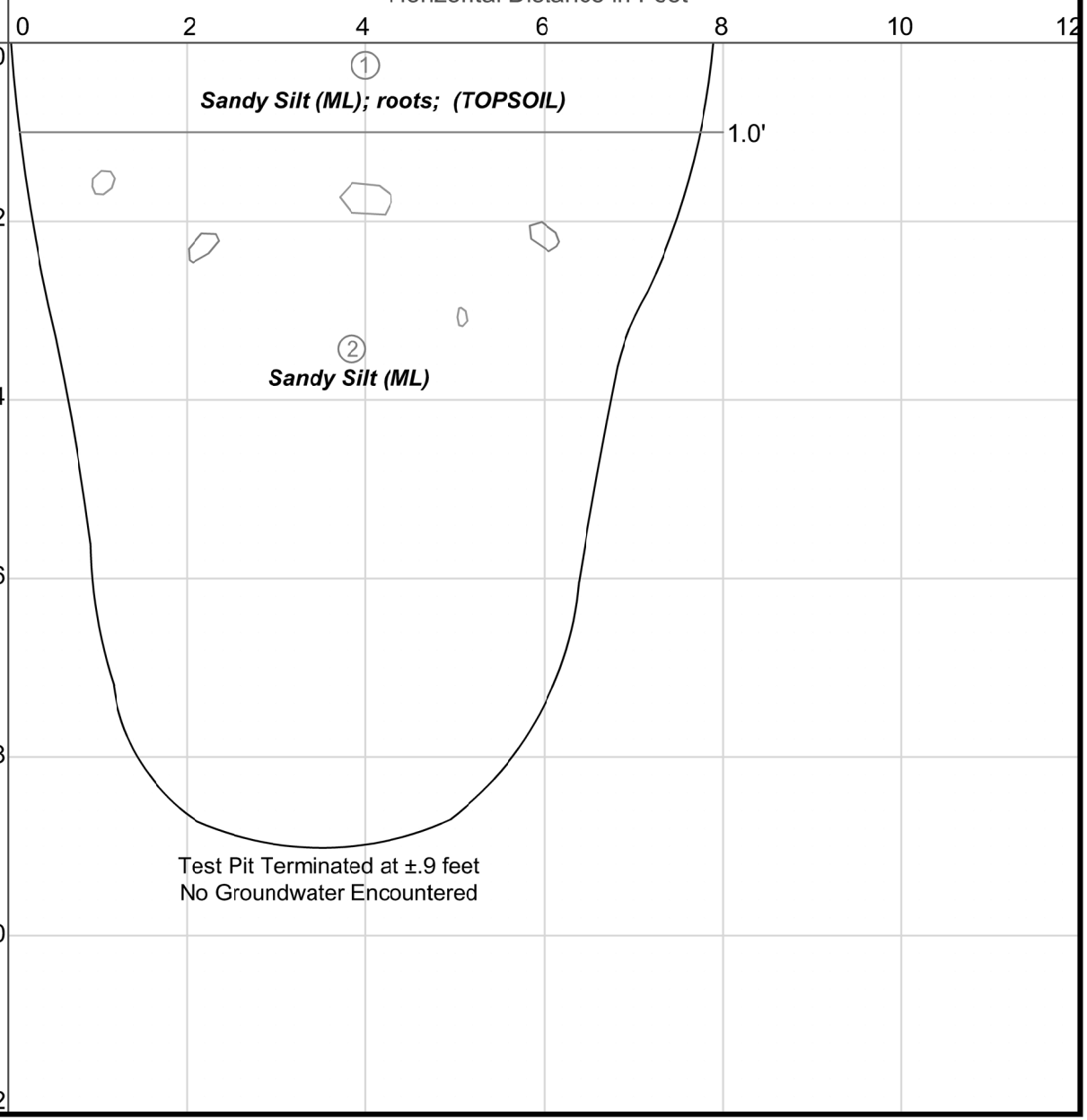
PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

LOG OF Test Pit TP-9

Logged By: BH GPS Coordinates: N 46.206077 E -119.313290

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Grass				
① 0-1.0' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed	12-20-24		0
②1.0-9.0' Very Stiff to Stiff, light brown, ***Sandy Silt (ML)***; Dry; trace subrounded and subangular gravel and cobbles, maximum diam. approximately 9 inches; fine to medium sand; nonplastic silt; strongly to moderately cemented.				2
				4
				6
				8
Test Pit Terminated at ±9 feet No Groundwater Encountered				10
				12

Sketch of East Pit Side Surface Elevation:



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JOB NO: 21-135 EX. DATE: 6/2/2021 LOCATION: Middle of South Edge

PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

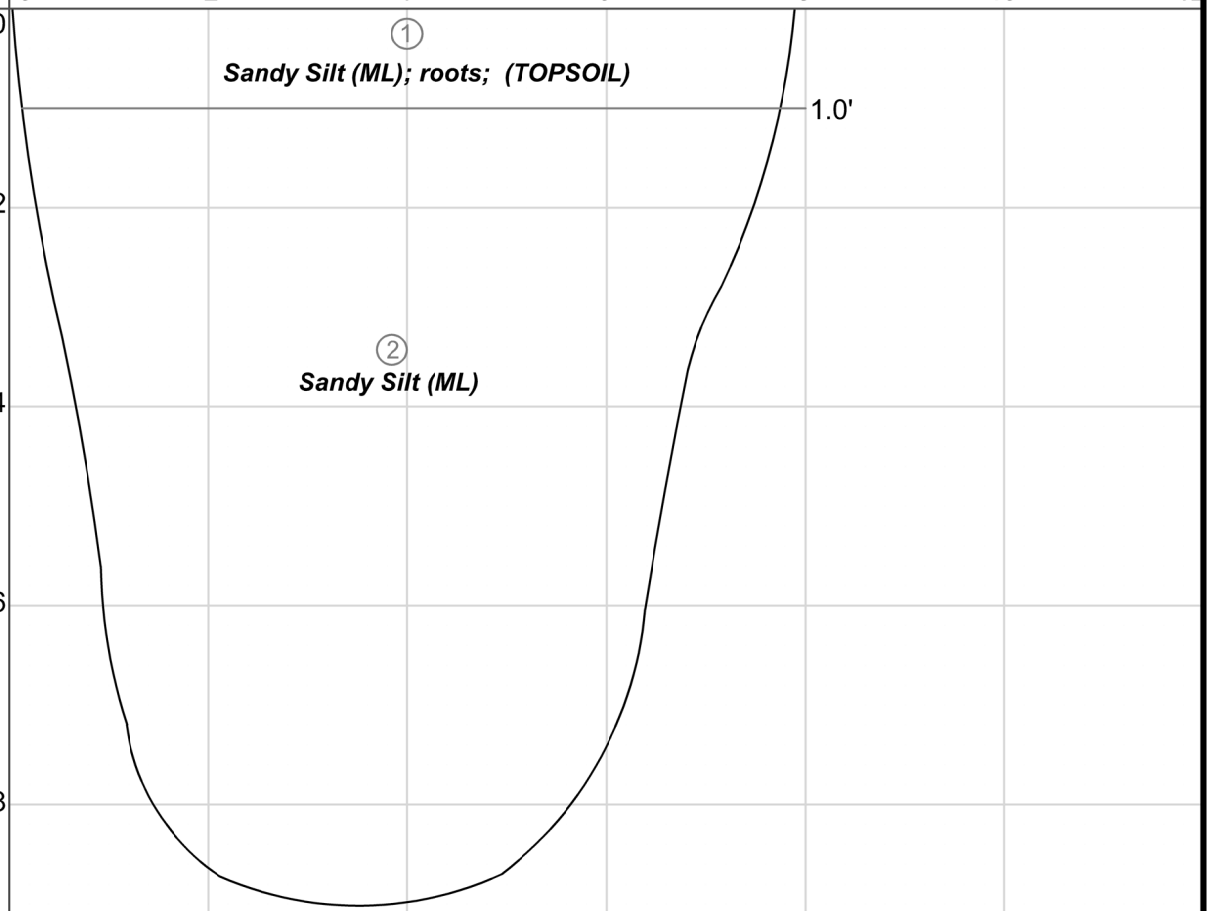
LOG OF Test Pit TP-10

Logged By: BH GPS Coordinates: N 46.203165 E -119.319144

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Light Brush / Grass				
① 0-1.0' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed	2-16-22		0
②1.0-9.0' Very Stiff, light brown, ***Sandy Silt (ML)***; Dry; trace subrounded and subangular gravel and cobbles, maximum diam. approximately 9 inches; fine to medium sand; nonplastic silt; strongly to moderately cemented.				2
				4
				6
				8
Test Pit Terminated at ±9 feet No Groundwater Encountered				10
				12

Sketch of South Pit Side Surface Elevation:

Horizontal Distance in Feet



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JOB NO: 21-135 EX. DATE: 6/3/2021 LOCATION: SE Corner

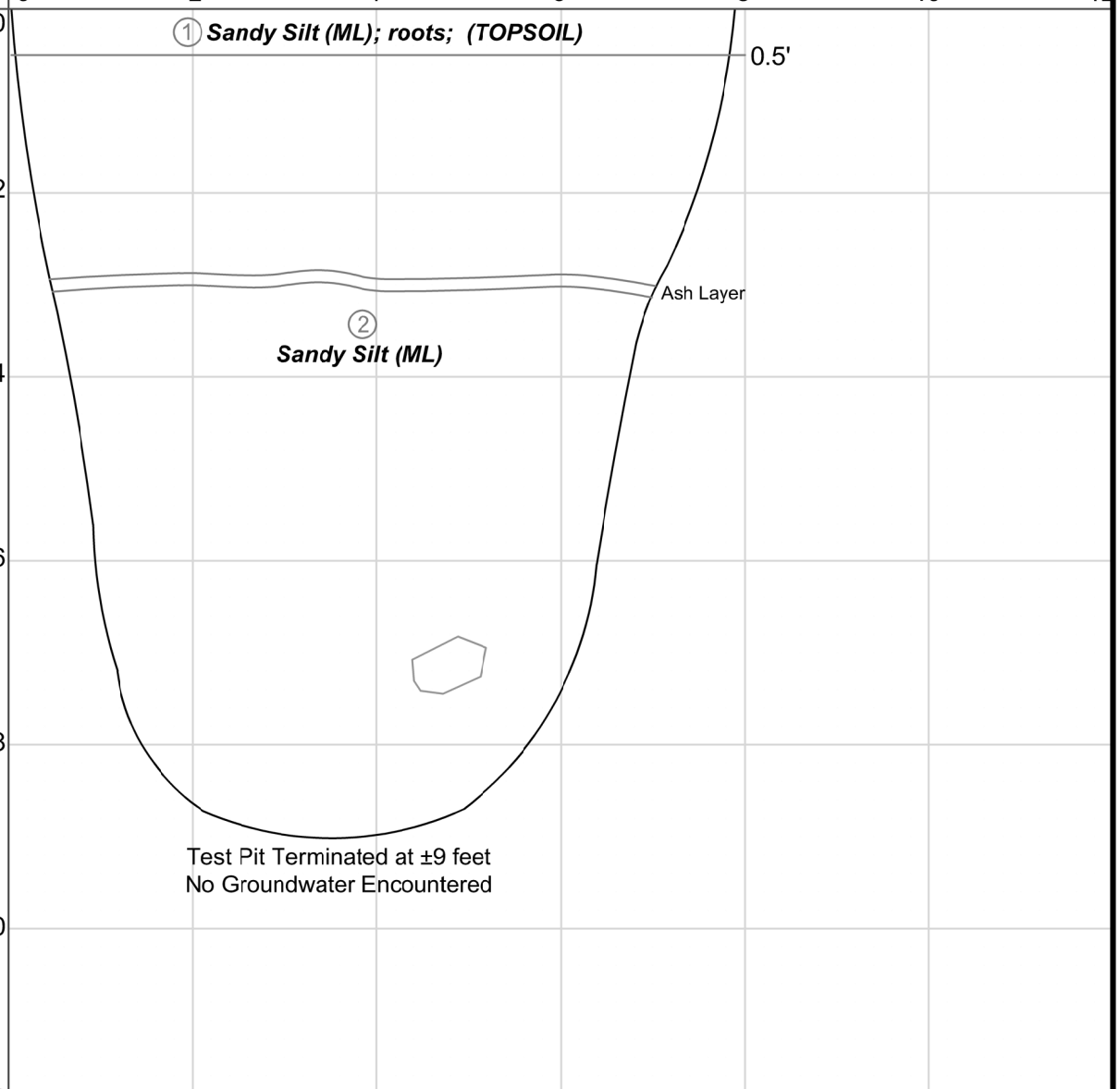
PROJECT: Harvest Ridge and South Orchard Residential Development, Benton County, WA

LOG OF Test Pit TP-11

Logged By: BH GPS Coordinates: N 46.201942 E -119.311792

SOIL DESCRIPTION	Ground Water	Blow Counts ASTM STP399	Samples	Depth, Ft.
Surface Description: Grass				
① 0-0.5' Light brown ***Sandy Silt (ML)***; roots throughout. (TOPSOIL)	None Observed			0
② 0.5-9.5' Stiff to very stiff, light brown, ***Sandy Silt (ML)***; Dry; fine to medium sand; nonplastic silt; strongly cemented.		8-12-14		2
* thin volcanic ash layer at approximately 3 feet				
				4
* minor sand deposits near 6 feet				6
*trace cobbles near 7 feet				8
Test Pit Terminated at ±9 feet No Groundwater Encountered				10
Infiltration Test Performed				12

Sketch of East Pit Side Surface Elevation:



APPENDIX B
LABORATORY TEST RESULTS

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CLIENT:	AHBL, Inc.	**PROJECT NUMBER:**	21-135
PROJECT:	Harvest Ridge	**WORK ORDER #:**	21-1112
SAMPLE SOURCE:	TP1 @ 6'	**SAMPLE NUMBER:**	21-1112-1
DATE SAMPLED:	6/2/2021	**DATE TESTED:**	6/7/2021
MATERIAL TYPE:	Sandy Silt	**TESTED BY:**	AJD

Sampled in Accordance with ASTM D 75 and reduced in accordance with ASTM C 702 or D 421 unless otherwise noted.

SIEVE ANALYSIS OF SOILS ASTM C 136/D 1140

Sieve Size:	Percent Passing:	Specs:	Sieve Size:	Percent Passing:	Specs:
4"			#4	100%	
3"			#8		
2 1/2"			#10	99%	
2"			#16		
1 1/2"			#20	99%	
1 1/4"			#30		
1"			#40	97%	
3/4"			#50		
5/8"			#60		
1/2"			#80	91%	
3/8"			#100	87%	
1/4"	100%		#200	59.8%	

SOIL MOISTURE DETERMINATION ASTM D 2216

6.7%

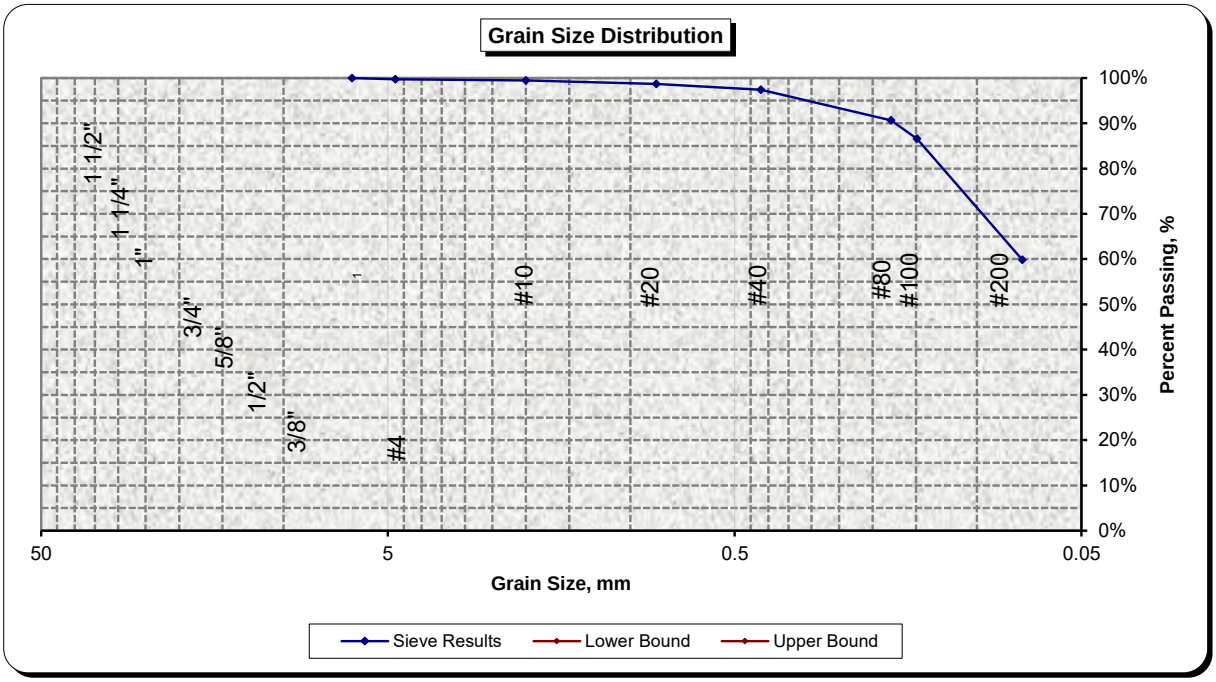
FINENESS MODULUS - ASTM C 136

0.14

HYDROMETER (.02MM) - D 422

FINER THAN #200 - C 117

FRACTURED FACE COUNT ASTM D 5821



REVIEWED BY:
Dee Burrie, Technical Director

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: (509) 469-3068
: (509) 469-3070
: www.baertesting.com

Baer Testing & Engineering, Inc.

1106 Ledwich Ave.
Yakima, WA 98902

CLIENT:	AHBL, Inc.	**PROJECT NUMBER:**	21-135
PROJECT:	Harvest Ridge	**WORK ORDER #:**	21-1112
SAMPLE SOURCE:	TP3 @ 9'	**SAMPLE NUMBER:**	21-1112-2
DATE SAMPLED:	6/2/2021	**DATE TESTED:**	6/7/2021
MATERIAL TYPE:	Sandy Silt	**TESTED BY:**	AJD

Sampled in Accordance with ASTM D 75 and reduced in accordance with ASTM C 702 or D 421 unless otherwise noted.

SIEVE ANALYSIS OF SOILS ASTM C 136/D 1140

Sieve Size:	Percent Passing:	Specs:	Sieve Size:	Percent Passing:	Specs:
4"			#4	100%	
3"			#8		
2 1/2"			#10	100%	
2"			#16		
1 1/2"			#20	100%	
1 1/4"			#30		
1"			#40	99%	
3/4"			#50		
5/8"			#60		
1/2"			#80	95%	
3/8"			#100	93%	
1/4"	100%		#200	71.2%	

SOIL MOISTURE DETERMINATION ASTM D 2216

10.3%

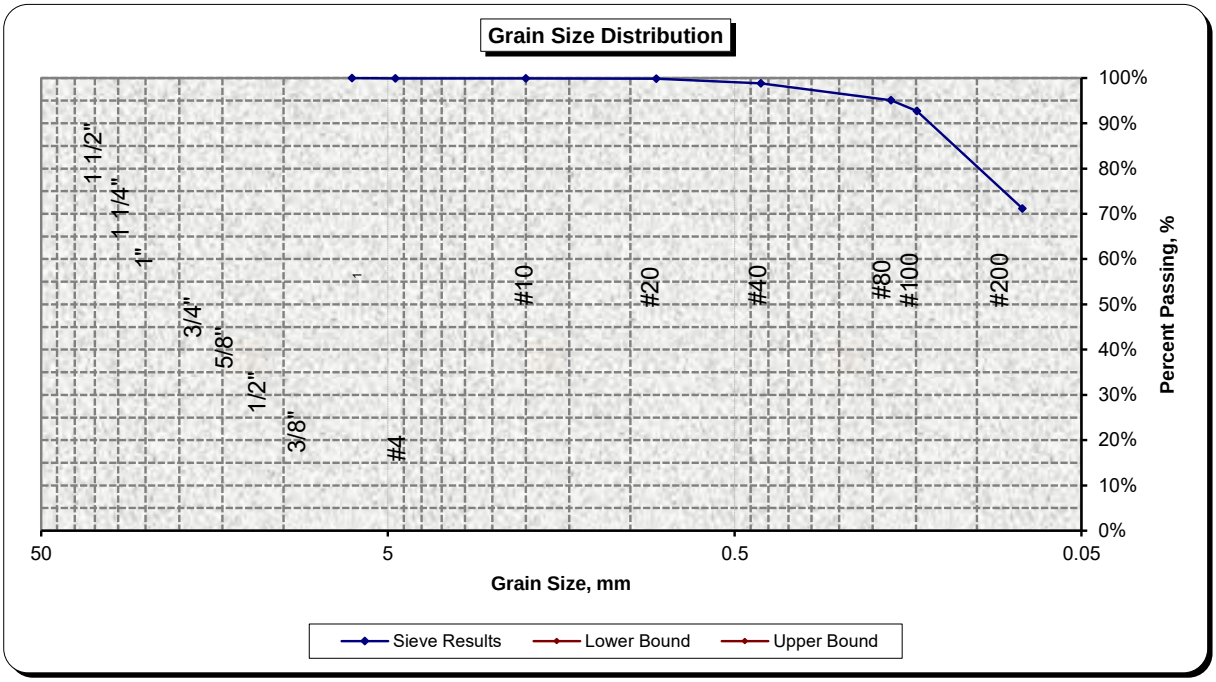
FINENESS MODULUS - ASTM C 136

0.07

HYDROMETER (.02MM) - D 422

FINER THAN #200 - C 117

FRACTURED FACE COUNT ASTM D 5821



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1106 Ledwich Ave.
Yakima, WA 98902

CLIENT:	AHBL, Inc.	**PROJECT NUMBER:**	21-135
PROJECT:	Harvest Ridge	**WORK ORDER #:**	21-1112
SAMPLE SOURCE:	TP4 @ 9'	**SAMPLE NUMBER:**	21-1112-3
DATE SAMPLED:	6/2/2021	**DATE TESTED:**	6/7/2021
MATERIAL TYPE:	Silty Sand	**TESTED BY:**	AJD

Sampled in Accordance with ASTM D 75 and reduced in accordance with ASTM C 702 or D 421 unless otherwise noted.

SIEVE ANALYSIS OF SOILS ASTM C 136/D 1140

Sieve Size:	Percent Passing:	Specs:	Sieve Size:	Percent Passing:	Specs:
4"			#4	99%	
3"			#8		
2 1/2"			#10	97%	
2"			#16		
1 1/2"			#20	81%	
1 1/4"			#30		
1"			#40	57%	
3/4"			#50		
5/8"	100%		#60		
1/2"	100%		#80	35%	
3/8"			#100	30%	
1/4"			#200	15.0%	

SOIL MOISTURE DETERMINATION ASTM D 2216

4.4%

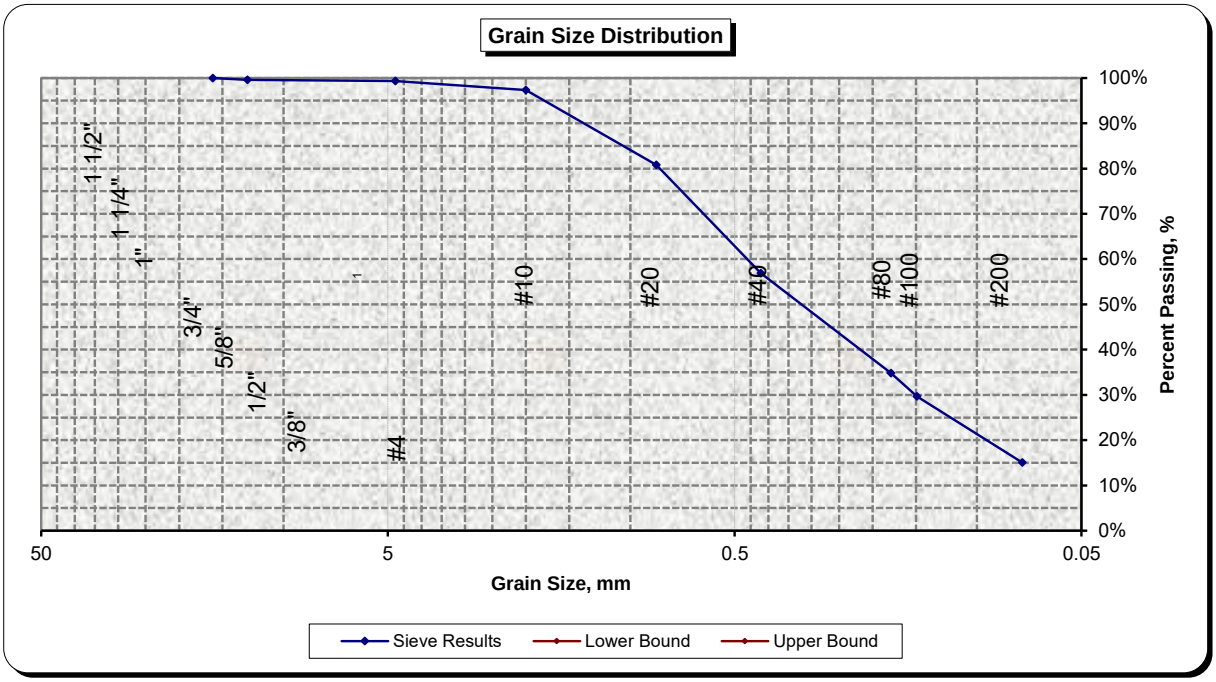
FINENESS MODULUS - ASTM C 136

0.71

HYDROMETER (.02MM) - D 422

FINER THAN #200 - C 117

FRACTURED FACE COUNT ASTM D 5821



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Baer Testing & Engineering, Inc.

1106 Ledwich Ave.
Yakima, WA 98902

CLIENT:	AHBL, Inc.	**PROJECT NUMBER:**	21-135
PROJECT:	Harvest Ridge	**WORK ORDER #:**	21-1112
SAMPLE SOURCE:	TP11 @ 5'	**SAMPLE NUMBER:**	21-1112-4
DATE SAMPLED:	6/4/2021	**DATE TESTED:**	6/7/2021
MATERIAL TYPE:	Sandy Silt	**TESTED BY:**	AJD

Sampled in Accordance with ASTM D 75 and reduced in accordance with ASTM C 702 or D 421 unless otherwise noted.

SIEVE ANALYSIS OF SOILS ASTM C 136/D 1140

Sieve Size:	Percent Passing:	Specs:	Sieve Size:	Percent Passing:	Specs:
4"			#4	100%	
3"			#8		
2 1/2"			#10	99%	
2"			#16		
1 1/2"			#20	96%	
1 1/4"			#30		
1"			#40	92%	
3/4"			#50		
5/8"			#60		
1/2"			#80	86%	
3/8"			#100	84%	
1/4"	100%		#200	65.4%	

SOIL MOISTURE DETERMINATION ASTM D 2216

3.5%

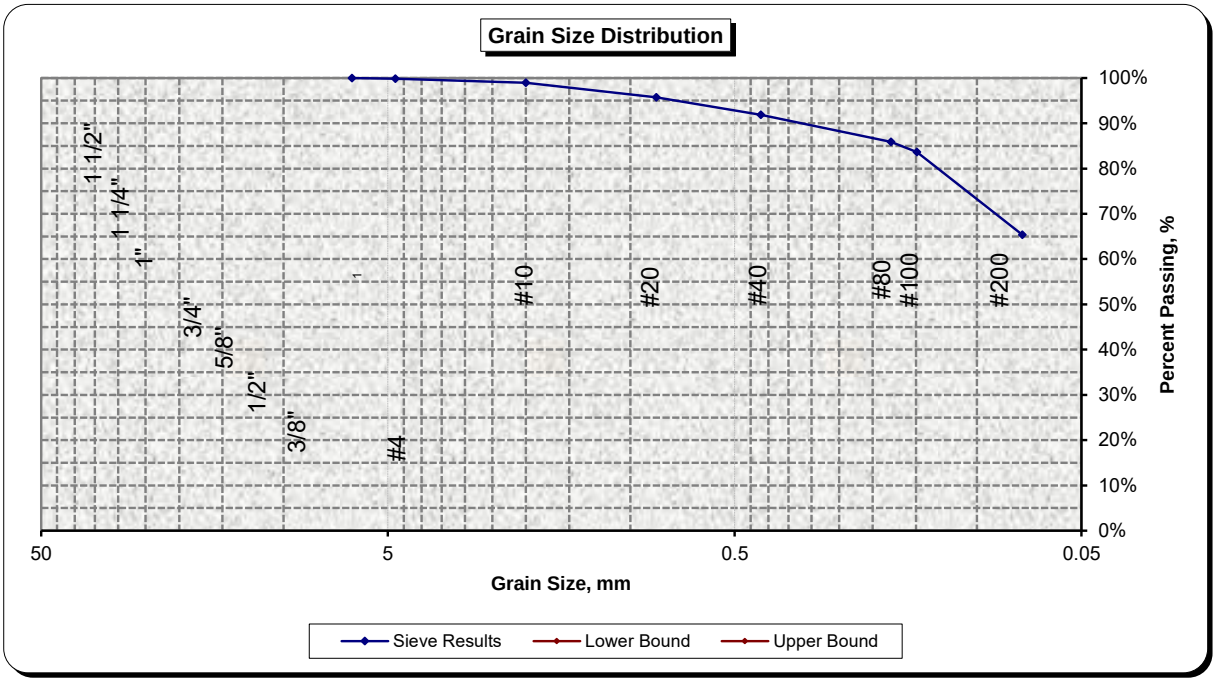
FINENESS MODULUS - ASTM C 136

0.16

HYDROMETER (.02MM) - D 422

FINER THAN #200 - C 117

FRACTURED FACE COUNT ASTM D 5821



REVIEWED BY:
Dee Burrie, Technical Director

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Northwest Agricultural Consultants

2545 W Falls Avenue
Kennewick, WA 99336
509.783.7450
www.nwag.com
lab@nwag.com

PAP-Accredited
NAPT

BAER Testing Inc.
1106 Ledwich Ave.
Yakima, WA 98902

Report: 55343-1-1
Date: June 5, 2021
Project Name:
Project Number:

Sample ID	Organic Matter	Cation Exchange Capacity
TP-1 @ 5.0’	1.47%	13.1 meq/100g
TP-2 @ 5.0’	1.59%	10.8 meq/100g
TP-3 @ 5.0’	1.41%	12.5 meq/100g
TP-4 @ 5.0’	1.56%	13.3 meq/100g
TP-5 @ 5.0’	1.31%	13.3 meq/100g
TP-6 @ 5.0’	1.67%	14.7 meq/100g
TP-7 @ 5.0’	1.85%	14.1 meq/100g
TP-8 @ 5.0’	1.52%	13.3 meq/100g
Method	**ASTM D2974**	**EPA 9081**

Sample ID	Sand	Silt	Clay	Texture Class
TP-1 @ 5.0’	44.0%	52.0%	4.0%	Silt Loam
TP-2 @ 5.0’	50.0%	46.0%	4.0%	Sandy Loam
TP-3 @ 5.0’	48.0%	48.0%	4.0%	Sandy Loam
TP-4 @ 5.0’	52.0%	44.0%	4.0%	Sandy Loam
TP-5 @ 5.0’	62.0%	36.0%	2.0%	Sandy Loam
TP-6 @ 5.0’	58.0%	40.0%	2.0%	Sandy Loam
TP-7 @ 5.0’	42.0%	54.0%	4.0%	Silt Loam
TP-8 @ 5.0’	46.0%	50.0%	4.0%	Silt Loam

PCM 1.11

BMID
Badger Mountain Irrigation District
87525 East Reata Road
Kennewick, WA 99338
(509) 628-0777
Fax (509) 628-0112

5/24/2021

Subject: **Harvest Ridge Development Project**

To Whom It May Concern,

Badger Mountain Irrigation District will serve the Harvest Ridge Project located on Parcel # 105884020000001. The BMID has sufficient potable water supply to serve the proposed project. BMID currently serves 889 connections and is approved for 1376 connections.

This parcel was approved as part of the retail service area in our 2010 Water System Plan. BMID is currently in the process of renewing our WSP and if the project is started before that date construction plans will need to be approved by the state as well as BMID.

If you have any questions or need more information, please call BMID at 509-628-0777

Sincerely,

Colby Getchell
District Manager

PCM 1.12

To: Michelle Cooke
Assistant Planning Manager Benton County Washington

From: Kirk Rathbun
Summit View Water Works

Re: Harvest Ridge Plat – Phases 1-3

Mrs. Cooke,

Summit View Water Works, LLC has holds irrigation water right WDOE G4-30505. The annual quantity is for 810 acre-feet per year for irrigation of 270 acres from March 1 to October 31 each year.

The place of use is Section 5, T 8 N, R 28 E.W.M. lying North of Interstate 82.

The instantaneous quantity shall not exceed 2160 gallons per minute, or 8 gallons per minute per acre.

The quantities listed above are adequate to provide service for the plat of Harvest Ridge. Please call if you require additional information.

Summit View Water Works, LLC
Kirk Rathbun
Owner/Manager

A. background

1. Name of proposed project, if applicable: Plat of Harvest Ridge

2. Name and address of applicant: Tri City Development Corporation
PO Box 1307, Gig Harbor, WA 98335

3. Phone number of applicant and contact person: Geoff Clark 253-677-3402

4. Date checklist prepared: 1-25-2021

5. Agency requesting checklist: Benton County Planning Department

6. Proposed timing or schedule (including phasing, if applicable): Construction to begin May 2021

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.

No — If there is future development of Tract A, a site specific SEPA document will need to be submitted at the time of development.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.

None — Preliminary storm water Report, Traffic Study, Geo Tech Study.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.

No

10. List any government approvals or permits that will be needed for your proposal, if known.

Preliminary plat, construction plans, final plat, individual home building permits

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)

A revised plat was received in the Planning Division Office on August 5, 2021. The revised plat was for 42 residential lots and on3 122.30 acre tract. The average lot size in the development is 1.05 acres.

Subdivide ±172 acre parcel into 143 individual home lots, including associated infrastructure & roads The original plat was for 143 residential lots to be developed in three phases.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

Parcel # 1-0588-402-0000-052

Portion of Section 5 T8N R28E WM; Benton County parcel number not yet assigned

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site
(circle one): Flat, rolling, hilly, steep slopes, mountainous,other

rolling

b. What is the steepest slope on the site (approximate percent slope)?

10%

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.

Clay, sand, gravel

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

No

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.

Grading for roads & building pads on future individual lots. Fill to be acquired onsite through balanced grading plan.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Minor wind & rain induced erosion during construction

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

±10%

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

Temporary dust control, temporary silt fences

2. Air

a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.

Minor dust during construction

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.

No

c. Proposed measures to reduce or control emissions or other impacts to air, if any:

Temporary dust control & silt fences during construction

3. Water

a. Surface Water:

1) Is there any surface water body on or in the immediate vicinity of the site (including year- round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

No

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

NA

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

No

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

No

b. Ground Water:

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

No

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

NA

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Storm water, to be contained using ditches & culverts on site

2) Could waste materials enter ground or surface waters? If so, generally describe.

No

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Minimal diversion into ditches & culverts at proposed future roads

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Ditches and culverts at proposed roads

4. Plants

a. Check the types of vegetation found on the site:

- ☐ deciduous tree: alder, maple, aspen, other
- ☐ evergreen tree: fir, cedar, pine, other
- ☒ shrubs
- ☒ grass
- ☐ pasture
- ☒ crop or grain
- ☐ orchards, vineyards or other permanent crops
- ☐ wet soil plants, cattail, buttercup, bullrush, skunk cabbage, other
- ☐ water plants: water lily, eelgrass, milfoil, other

b. What kind and amount of vegetation will be removed or altered?

Grubbing of crops, and mostly non-native grasses & shrubs during site grading & construction

c. List threatened and endangered species known to be on or near the site.

None

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Future landscaping of individual lots

e. List all noxious weeds and invasive species known to be on or near the site.

Cheat Grass, Russian Thistle

5. Animals

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include:

birds: hawk, heron, eagle, songbirds, other:
mammals: deer, bear, elk, beaver, other:
fish: bass, salmon, trout, herring, shellfish, other

Songbirds

b. List any threatened and endangered species known to be on or near the site.

None

c. Is the site part of a migration route? If so, explain.

Not directly, but the entire Columbia Basin is a migration route for waterfowl

d. Proposed measures to preserve or enhance wildlife, if any:

None

e. List any invasive animal species known to be on or near the site.

None

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric for individual homes

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

Energy efficient house construction

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

No

1) Describe any known or possible contamination at the site from present or past uses.

None

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None

4) Describe special emergency services that might be required.

Normal police, fire & ambulance coverage for residential neighborhood

5) Proposed measures to reduce or control environmental health hazards, if any:

None

b. **Noise**

1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?

Traffic noise from SR-82. Agricultural noise from nearby farms & orchards.

2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.

Construction noise during normal business hours, during construction phase only

3) Proposed measures to reduce or control noise impacts, if any:

Construction during normal business hours only

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.

Site is vacant. Adjoining parcels are vacant or single family homes. No affect to nearby parcels

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?

No

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

No

c. Describe any structures on the site.

Vacant

d. Will any structures be demolished? If so, what?

No

e. What is the current zoning classification of the site?

RL-1

f. What is the current comprehensive plan designation of the site?

Rural Transition

g. If applicable, what is the current shoreline master program designation of the site?

NA

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

No

i. Approximately how many people would reside or work in the completed project?

±550

j. Approximately how many people would the completed project displace?

0

k. Proposed measures to avoid or reduce displacement impacts, if any:

NA

L . Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

NA

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

NA

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

143 middle income homes

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

0

c. Proposed measures to reduce or control housing impacts, if any:

NA

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

±25' stick built wood homes

b. What views in the immediate vicinity would be altered or obstructed?

None

c. Proposed measures to reduce or control aesthetic impacts, if any:

NA

11. Light and glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?

Lights from individual homes

b. Could light or glare from the finished project be a safety hazard or interfere with views?

No

c. What existing off-site sources of light or glare may affect your proposal?

None

d. Proposed measures to reduce or control light and glare impacts, if any:

NA

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity?

None

b. Would the proposed project displace any existing recreational uses? If so, describe.

No

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

NA

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe.

No

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

No

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

None

h. Proposed measures to reduce or control transportation impacts, if any:

None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No

b. Proposed measures to reduce or control direct impacts on public services, if any.

None

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Water, electricity, telephone, cable tv, & internet to each proposed house

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Tricity Development Corporation

Name of signee Geoffrey T. CLARK

Position and Agency/Organization President/COO

Date Submitted: 1-25-2021

h. Proposed measures to reduce or control transportation impacts, if any:

None

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

No

b. Proposed measures to reduce or control direct impacts on public services, if any.

None

16. Utilities

a. Circle utilities currently available at the site:
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other:_____

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

Water, electricity, telephone, cable tv, & internet to each proposed house

C. Signature

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: _____

Name of signee _____

Position and Agency/Organization _____

Date Submitted: _____

D. supplemental sheet for nonproject actions

(**IT IS NOT NECESSARY** to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

Proposed measures to avoid or reduce such increases are:

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

3. How would the proposal be likely to deplete energy or natural resources?

Proposed measures to protect or conserve energy and natural resources are:

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

Proposed measures to protect such resources or to avoid or reduce impacts are:

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

Proposed measures to avoid or reduce shoreline and land use impacts are:

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

Proposed measures to reduce or respond to such demand(s) are:

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

ESA LISTED SALMONIDS CHECKLIST

The Listed Salmonids Checklist is provided in order that the county may initially identify a project's potential impacts (if any) on salmonids that have been listed as "threatened" or "endangered" under the Federal Endangered Species Act (ESA). A salmonid is any fish species that spends part of its life cycle in the ocean and returns to fresh water. Potential project impacts that may result in a "taking" of listed salmonids must be avoided, or mitigated to insignificant levels. Generally, under ESA, a "taking" is broadly defined as any action that causes the death of, or harm to, the listed species. Such actions include those that affect the environmental in ways that interfere with or reduce the level of reproduction of the species.

If ESA listed species are present or ever were present in the watershed where your project will be located, your project has the potential for affecting them, and you need to comply with the ESA. The questions in this section will help determine if the ESA listing will impact your project. The Fish Program Manager at the appropriate Department of Fish and Wildlife (DFW) regional office can provide information for the following two questions. Please contact the Dept. of Fish and Wildlife at 1701 S. 24th, Yakima WA 98902-5720, Phone No. 509-575-2740.

1. Are ESA listed salmonids currently present in the watershed in which your project will be?

   ☐ YES ☐ NO

   Please Describe.

   _____

2. Has there ever been an ESA listed salmonid stock present in this watershed?

   ☐ YES ☐ NO

   Please Describe.

   _____

If you answered "yes" to either of the above questions, you should complete the remainder of this checklist.

PROJECT SPECIFIC : The questions in this section are specific to the project and vicinity.

A1. Name of watershed _____

A2. Name of nearest waterbody _____

A3. What is the distance from this project to the nearest body of water?

_____

Often a buffer between the project and a stream can reduce the chance of a negative impact to fish.

A4. What is the current land use between the project and the potentially affected water body (parking lots, farmland, etc.)

_____

A5. Is the project above a:

Natural permanent barrier (waterfall) ☐ YES ☐ NO

Natural temporary barrier (beaver pond) ☐ YES ☐ NO

Man-made barrier (culvert, dam) ☐ YES ☐ NO

Other (explain) _____

A6 If yes, are there any resident salmonid populations above the blockage?

☐ YES ☐ NO ☐ Don't Know

A7. area)? What percentage of the project will be impervious surface (including pavement & roof) _____

FISH MIGRATION: The following questions will help determine if this project could interfere with migration of adult and juvenile fish. Both increases and decreases in water flows can affect fish migration.

B1. Does the project require the withdrawal of

a. Surface water? ☐ YES ☐ NO

Amount _____

Name of surface water body _____

b. Ground water? ☐ YES ☐ NO

Amount _____

From Where _____

Depth of well _____

B2. Will any water be rerouted? ☐ YES ☐ NO

If yes, will this require a channel change?

_____

B3. Will there be retention ponds? ☐ YES ☐ NO

If yes, will this be an infiltration pond or a surface discharge to either a municipal storm water system or a surface water body?

_____

If to a surface water discharge, please give the name of the waterbody.

B4. timing of water reaching a stream and may, thus, impact fish habitat. Will this project require the building of new roads? Increased road mileage may affect the

B5. Are culverts proposed as part of this project? ☐ YES ☐ NO

B6. Will topography changes affect the duration/direction of runoff flows?
☐ YES ☐ NO
If yes describe the changes.

B7. Will the project involve any reduction of the floodway or floodplain by filling or other partial blockage of flows? ☐ YES ☐ NO

If yes, how will the loss of flood storage be mitigated by your project?

WATER QUALITY: The following questions will help determine if this project could adversely impact water quality. Such impacts can cause problems for listed species. Water quality can be made worse by runoff from impervious surfaces, altering water temperature, discharging contaminants, etc.

C1. Do you know of any problems with water quality in any of the streams within this watershed? ☐ YES ☐ NO

If yes please describe.

C2. Will your project either reduce or increase shade along or over a waterbody? ☐ YES ☐ NO

Removal of shading vegetation or the building of structures such as docks or floats often result in a change in shade.

C3. Will the project increase nutrient loading or have the potential to increase nutrient loading or contaminants (fertilizers, other waste discharges, or runoff) to the waterbody?

☐ YES ☐ NO

C4. Will turbidity be increased because of construction of the project or during operation of the project? In-water or near water work will often increase turbidity. ☐ YES ☐ NO

C5. Will your project require long term maintenance, i.e., bridge cleaning, highway salting, chemical sprays for vegetation management, clearing of parking lots? ☐ YES ☐ NO
Please Describe.

Vegetation: The following questions are designed to determine if the project will affect riparian vegetation, thereby, adversely impacting salmon.

D1. Will the project involve the removal of any vegetation from the stream banks?

☐ YES ☐ NO

If yes, please describe the existing conditions and the amount and type of vegetation to be removed.

D2. If any vegetation is removed, do you plan to re-plant? ☐ YES ☐ NO
If yes, what types of plants will you use?

FOR OFFICIAL USE ONLY:

Critical Area Review Completed by _____ on _____

Application approved for processing by _____ on _____

Zoning and Comp Plan Designation_____

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.14

Notice of Application - Optional DNS Process

Benton County has received a preliminary plat application and environmental checklist for the following project:

Date of permit application: **February 9, 2021**
Date of determination of completeness: **June 22, 2021**
Date of Notice of Application: **June 22, 2021**
Comment due date: **14 days from publication of this notice**
Date of Notice of Application Publication: **June 30, 2021**

Agency Contact: Michelle Cooke, Benton County Assistant Planning Manager
michelle.cooke@co.benton.wa.us (509) 786-5612

Agency File Number(s): SUB 2021-001 and EA 2021-005

Project Description: The preliminary plat of Harvest Ridge for a three phased subdivision of 172.38 acres into 143 lots with an average lot size of 1.05 acres.

Project Location: The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Kennewick, WA on parcel number 1-0588-402-0000-001.

Project Applicant: Geoff Clark, PO Box 1307, Gig Harbor, WA 98335

SEPA Environmental Review: The Benton County Planning Division has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-Significance (DNS) or Mitigated Determination of Non-Significance (MDNS). The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. The optional DNS process in WAC 197-11-355 is being used. This may be your only opportunity to comment on the environmental impacts of the proposed project.

Agencies, tribes, and the public are encouraged to review and comment on the proposed project and its probable environmental impacts. Comments must be submitted 14 days from date of publication to the Benton County Planning Division, P.O. Box 910, Prosser, WA 99350. Any information submitted to Benton County is subject to the public records disclosure law for the State of Washington (RCW Chapter 42.17) and all other applicable law that may require the release of the documents to the public.

Preliminary Development Regulations and Existing Environmental Documents: To evaluate the impacts of the proposed project, the following may be used for mitigation, consistency, and the development of findings and conclusions:

Benton County Code, including BCC Title 15 CAO, BCC Title 6.35 SEPA, Comprehensive Plan, BCC Title 9-Subdivision Regulations, BCC Title 11-Zoning Regulations, Department of Ecology, and the SEPA Environmental Checklist, dated February 9, 2021.

Other required agency evaluations, approvals, permits, and mitigation as necessary.

Required Permits:
Benton County Building Division Grading Permit and other forms, reports, or approvals as necessary.

Required Studies:
Unknown at this time.

This project does require an open record hearing before the Planning Commission and a closed record hearing before the Board of County Commissioners. A copy of the subsequent threshold determination and any other information concerning this action may be obtained by contacting the Benton County Planning Division at P.O. Box 910, Prosser, WA, or (509) 786-5612.

Dated at Prosser, Washington on this 22nd day of June 2021.

Michelle Cooke, Assistant Planning Manager
Benton County Planning Division

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.15

MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Proponent:
Geoff Clark dba Candy Mountain LLC

File No. EA 2021-005

Project Description: The applicant is proposing a preliminary plat with 143 residential lots on 172.36 acres with an average lot size of 1.05 acres.

Project Location: The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

Jurisdiction: Benton County, Washington.

Lead Agency: Benton County Planning Division.

Threshold Determination: The lead agency for this proposal has determined that it will not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(3), provided that the following measures are taken to mitigate potential adverse impacts. Substantive authority to require mitigation is derived from WAC 197-11-660 and Benton County Code, Chapter 6.35.120. The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request.

This MDNS is issued under WAC 197-11-355; no additional comments are being requested.

Conditions/Mitigating Measures: See Attached.

Appeals: You may appeal this determination to the Benton County Planning Division at Post Office Box 910, Prosser, WA 99350, no later than August 3, 2021 by written notice. The fee for a threshold determination appeal is $700.00. An appeal of the determination must be made in writing to the Benton County Planning Department and a public hearing will be scheduled and the appellant will be notified of the date, time, and place. You should be prepared to make specific factual objections. Contact the Planning Department to read or ask about the procedures for SEPA appeals.

SEPA Responsible Official: Greg Wendt
Position/Title: Director, Community Development Dept.
Address: P.O. Box 910, Prosser WA 99350

Date: **July 20, 2021**

Michelle Cooke, Assistant Planning Manager

DISTRIBUTION:

Benton County Building Division
Department of Natural Resources -Ellensburg
Department of Natural Resources - Olympia
Benton Clean Air Authority
Benton County Engineer
Benton-Franklin Dist. Health Department
Department of Transportation
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Benton County Fire Marshal
Dept. of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Fire District # 1
Futurewise
Department of Archaeology/Historic Preservation
Tom Price-Environmental Review Inc.
City of Richland
Yakima Nation
Umatilla Tribes
Badger Mountain Irrigation District
Summit View Water Works

CONDITIONS/MITIGATION MEASURES

File No.: EA 2021-005- Harvest Ridge Subdivision

Applicant:
Geoff Clark dba Candy Mountain LLC
PO Box 1307
Gig Harbor, WA 98335

Documents and Regulations:

The environment threshold determination and conditions are based on an analysis of information contained in the following documents or the applicable regulations and restrictions of various agencies:

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and
9. Application submittal materials including a Preliminary Storm Drainage Report, dated April 27, 2021, a Transportation Impact Analysis dated May 14, 2021, and SEPA Environmental Checklist dated February 9, 2021.

Findings:

1. Location:
    a. The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.
2. Benton County, BCC Title 11, Zoning:
    a. The zoning designation for the project area is Rural Lands One Acre Zoning

District (RL-1). This zoning district has a minimum lot size of one acre; and

b. A single-family home is an allowed use in the RL-1 Zoning District.

3. Benton County, BCC Title 9, Subdivisions:
   a. Applicant has applied for preliminary plat consideration in accordance with BCC 9.05 Preliminary Plats.
4. Benton County Comprehensive Plan:
   a. The property is designated Rural Transition in the Benton County Comprehensive Plan.
5. Benton County, BCC Title 15, Critical Area Ordinance:
   a. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no designated critical areas have been identified on this property. A critical area report is not required for the processing of a preliminary plat at this location.
   b. Wetlands: None identified.
   c. Critical Aquifer Recharge Area: None identified.
   d. Fish and Wildlife Habitat Conservation Area: None identified.
   e. Frequently Flooded Areas: None identified.
   f. Geologically Hazardous Areas: None identified.
6. The applicant is proposing a preliminary plat with 143 residential lots on 172.36 acres with an average lot size of 1.05 acres.
7. The applicant submitted the following materials for the SEPA review process:
   a. Preliminary Storm Drainage Report, dated April 27, 2021;
   b. Transportation Impact Analysis dated May 14, 2021; and
   c. SEPA Environmental Checklist dated February 9, 2021.
8. During the SEPA comment period, the State of Washington Department of Archaeology & Historic Preservation (see letter dated June 30, 2021), the Confederated Tribes of the Umatilla Indian Reservation (see letter dated July 7, 2021), and the Yakama Nation (see letter dated July 1, 2021) commented that the project site has the potential to contain archaeological resources. DAHP and the tribes requested the applicant conduct a professional archaeological survey of the project area prior to final plat approval.

Conditions:

The applicant must complete and comply with the following mitigating conditions for this Mitigated Determination of Non-Significance (MDNS).

1. Benton County Planning Division. Meet and comply with BCC Title 9, Subdivisions, including preliminary and final plat requirements, if approved. Contact Benton County Planning Division at 509-786-5612;
2. Benton County Public Works. Meet and comply with the Benton County Public

Works requirements stated in comment letter dated July 18, 2021 including mitigation for stormwater, paving the sidewalk easement and providing crosswalks for the sidewalk easement;

3. City of Richland Public Works. Meet and comply with the City of Richland requirements stated in comment letter dated July 14, 2021 including the dedication of the completed future city street and the payment of traffic impact fees prior to the final plat of each phase. For question, please contact Pete Rogalsky with the City of Richland at 509-942-7558;
4. Benton Clean Air Agency. Prior to any excavations or construction at the site, the applicant shall meet and comply with the permitting requirements and standards of the Benton Clean Air Agency;
5. Washington State Department of Ecology. Meet and comply with Ecology requirements for all activities at the site including obtaining a NPDES Construction Stormwater General Permit as outlined in the comment letter dated July 12, 2021;
6. Benton Franklin Health District. Meet and comply with Health District requirements for all activities at the site;
7. State of Washington Department of Archaeology & Historic Preservation. Meet and comply with DAHP requirements and recommendations stated in the comment letter dated June 30, 2021 prior to ground disturbing activities including a professional archeological survey. A note shall be placed on the subdivision plat specifying DAHP requirements and permitting. If you have questions regarding DAHP permitting, please email DAHP at sydney.hanson@dahp.wa.gov;
8. Yakama Nation and Umatilla Tribes. Meet and comply with the Yakama Nation and Umatilla Tribes recommendation for a professional archeological survey in comments dated July 1, 2021 and July 7, 2021; and
9. State of Washington Department of Transportation. Meet and comply with WSDOT requirements and recommendations stated in the comment letter dated July 7, 2021 including the construction of a six-foot tall fence along the I-82 right-of-way boundary and mitigation of stormwater and surface runoff.

Community Development Department
Prosser Office: 620 Market Street, 1st Floor
Kennewick Office: 102206 East Wiser Parkway
www.co.benton.wa.us

Planning Division
(509) 786-5612
P.O. Box 910, Prosser, WA 99350
planning.department@co.benton.wa.us

PCM 1.16

MODIFIED
MITIGATED DETERMINATION OF NON-SIGNIFICANCE

Proponent:
Geoff Clark dba Candy Mountain LLC

File No. EA 2021-005

Project Description: The applicant is proposing a preliminary plat consisting of 42 residential lots and one 122.30-acre tract. The average lot size in the development is 1.05 acres.

Project Location: The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052.

Jurisdiction: Benton County, Washington.

Lead Agency: Benton County Planning Division.

Threshold Determination: On July 20, 2021, the lead agency for this proposal determined that it will not have a probable significant adverse impact on the environment and issued a Mitigated Determination of Non-Significance based on identified conditions/mitigation measures. Subsequently, comments on the proposal caused the lead agency of reconsider and modify the MDNS terms. The lead agency again determines that an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(3), provided that the following measures are taken to mitigate potential adverse impacts. Substantive authority to require mitigation is derived from WAC 197-11-660 and Benton County Code, Chapter 6.35.120. The decision was made after review of a completed environmental checklist, comments received from various agencies and other information on file with the lead agency. This information is available to the public on request. This modified MDNS is authorized by WAC 197-11-340 and includes a 14-day comment period.

Conditions/Mitigating Measures: See attached revised conditions. Benton County has received timely comments and determined that such conditions are necessary to mitigate specific adverse impacts.

Appeals: You may appeal this determination to the Benton County Planning Division at Post Office Box 910, Prosser, WA 99350, no later than Friday, September 17, 2021 by written notice. The fee for a threshold determination appeal is $700.00. An appeal of the determination must be made in writing to the Benton County Planning Department and a public hearing will be scheduled and the appellant will be notified of the date, time, and place. You should be prepared to make specific factual objections. Contact the Planning Department to read or ask about the procedures for SEPA appeals.

SEPA Responsible Official: Greg Wendt
Position/Title: Director, Community Development Dept.
Address: P.O. Box 910, Prosser WA 99350

Date: **September 3, 2021**

Greg Wendt, Director

DISTRIBUTION:

Benton County Building Division
Department of Natural Resources -Ellensburg
Department of Natural Resources - Olympia
Benton Clean Air Authority
Benton County Engineer
Benton-Franklin Dist. Health Department
Department of Transportation
Washington State Department of Health
Department of Ecology - Olympia
Department of Ecology - Yakima
Benton County Fire Marshal
Dept. of Fish and Wildlife
Bureau of Reclamation
Bureau of Land Management
Fire District # 1
Futurewise
Department of Archaeology/Historic Preservation
Tom Price-Environmental Review Inc.
City of Richland
Yakima Nation
Umatilla Tribes
Badger Mountain Irrigation District
Summit View Water Works

MODIFIED
CONDITIONS/MITIGATION MEASURES

File No.: EA 2021-005- Harvest Ridge Subdivision

Applicant:
Geoff Clark dba Candy Mountain LLC
PO Box 1307
Gig Harbor, WA 98335

The environment threshold determination and conditions are based on an analysis of information contained in the file and the following documents.

1. Benton County, BCC Title 6.35 Environmental Policy (SEPA);
2. Benton County, BCC Title 11, Zoning;
3. Benton County, BCC Title 9, Subdivisions;
4. Benton County Comprehensive Plan;
5. Benton County, BCC Title 15 Critical Area Ordinance;
6. Benton County, BCC Title 3 Building Code, Fire Code, and Road Standards;
7. Regulations of the Benton Clean Air Agency;
8. Regulations of the Washington State Department of Fish and Wildlife, Department of Transportation, Department of Ecology, Department of Natural Resources and Department of Archaeology and Historic Preservation; and

Findings:

1. Location:

    a. The site is located east of Interstate 82 and north of Reata Road on approximately the northern half of Lot 1 of the plat of the Ridge at Reata West Phase 1, in Section 5, Township 8 North, Range 28 East, W.M. in Richland, WA on parcel number 1-0588-402-0000-052. The location of the property is in unincorporated Benton County and is not located within the city limits of Richland and/or the Richland Urban Growth Area.

2. Benton County, BCC Title 11, Zoning:

    a. The zoning designation for the project area is Rural Lands One Acre Zoning

District (RL-1). This zoning district has a minimum lot size of one acre; and

b. A single-family home is an allowed use in the RL-1 Zoning District.

3. Benton County, BCC Title 9, Subdivisions:

   a. Applicant has applied for preliminary plat consideration in accordance with BCC 9.05 Preliminary Plats.

4. Benton County Comprehensive Plan:

   a. The property is designated Rural Transition in the Benton County Comprehensive Plan.

5. Benton County, BCC Title 15, Critical Area Ordinance:

   a. Upon completion of a review of BCC Title 15 and the Benton County Critical Area Maps, no designated critical areas have been identified on this property. A critical area report is not required for the processing of a preliminary plat at this location.
   b. Wetlands: None identified.
   c. Critical Aquifer Recharge Area: None identified.
   d. Fish and Wildlife Habitat Conservation Area: None identified.
   e. Frequently Flooded Areas: None identified.
   f. Geologically Hazardous Areas: None identified.

6. The applicant is proposing a preliminary plat consisting of 42 residential lots and one 122.30-acre tract. The average lot size in the development is 1.05 acres.

7. The applicant submitted the following materials for the SEPA review process:
   a. Preliminary Storm Drainage Report, dated April 27, 2021;
   b. Draft Transportation Impact Analysis dated May 14, 2021 (Not finalized); and
   c. SEPA Environmental Checklist dated February 9, 2021.

8. An MDNS was issued on July 20, 2021. Based on additional comments regarding the proposal, a modified MDNS was issued on September 3, 2021 for this project. Benton County has received timely comments and determined that condition no. 2 should be clarified, and condition no. 3 should be revised as set forth below. The remaining conditions are as reflected in the July 20, 2021 MDNS but are

repeated here for the sake of clarity.

Conditions:

The applicant must complete and comply with the following mitigating conditions for this Mitigated Determination of Non-Significance (MDNS).

1. Meet and comply with BCC Title 9, Subdivisions, including preliminary and final plat requirements, if approved. Contact Benton County Planning Division at 509-786-5612.

2. a. Pay to Benton County a traffic mitigation fee of three thousand five hundred dollars ($3,500) per lot either prior to final plat approval or add a note to the face of the plat stating that such fee must be paid for a particular prior to the issuance of any building permit fee on such lot within the project.

   b. Provide pedestrian traffic mitigation in the form of separate five-foot-wide pedestrian pathways as reflected on the proposed plat.

3. No driveways may access any of the lots from the to be built 'Future Road' (the Future Road is adjacent to the eastern boundary of the preliminary plat and is within Richland city limits and does not yet exist).

4. Prior to any excavations or construction at the site, the applicant shall meet and comply with the permitting requirements and standards of the Benton Clean Air Agency.

5. Meet and comply with Washington State Department of Ecology requirements for all activities at the site including obtaining a NPDES Construction Stormwater General Permit as outlined in the comment letter dated July 12, 2021;

6. Meet and comply with the Benton Franklin Health District requirements for all activities at the site.

7. Meet and comply with Washington State Department of Archaeology & Historic Preservation (DAHP) requirements and recommendations stated in the DAHP comment letter dated June 30, 2021, prior to ground disturbing activities including a professional archeological survey. A note shall be placed on the subdivision plat specifying DAHP requirements and permitting. If you have questions regarding DAHP permitting, please email DAHP at sydney.hanson@dahp.wa.gov.

8. Meet and comply with the Yakama Nation and Umatilla Tribes recommendation for a professional archeological survey in comments dated July 1, 2021 and July 7,

2021.

9. Meet and comply with WSDOT requirements and recommendations stated in the comment letter dated July 7, 2021 including the construction of a six-foot tall fence along the I-82 right-of-way boundary and mitigation of stormwater and surface runoff.

Donna Hutchinson

From: Ashley Morton <AshleyMorton@ctuir.org>
Sent: Friday, August 13, 2021 9:11 AM
To: Donna Hutchinson
Cc: Hanson, Sydney (DAHP)
Subject: [EXTERNAL] RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Donna,
The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) has no additional comments or changes from those initially made for the Harvest Ridge Plat. We still recommend a cultural resources survey.

Thank you.

Sincerely,
Ashley

Ashley M. Morton, M.A., RPA
Archaeologist II
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timíne Way, Pendleton, OR 97801
Direct Line/Fax: (541) 429-7214
Main Office: (541) 276-3447
AshleyMorton@ctuir.org

From: Donna Hutchinson [mailto:Donna.Hutchinson@co.benton.wa.us]
Sent: Wednesday, August 11, 2021 2:31 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods

<Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Ashley Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

EXTERNAL EMAIL: Please use caution when clicking links or opening attachments.

Please see the attached for a re-review of the preliminary plat of Harvest Ridge. The applicant has revised his original plat map and is only platting 42 lots and 1 tract at this point in time. Please review the information and send us any comments you may have by August 26, 2021. If you have any questions, please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

The opinions expressed by the author are his or her own and are not necessarily those of the Confederated Tribes of the Umatilla Indian Reservation. The information, contents and attachments in this email are Confidential and Private.

Donna Hutchinson

From: Michelle Cooke
Sent: Wednesday, July 7, 2021 1:29 PM
To: Planning Department
Cc: Donna Hutchinson
Subject: FW: [EXTERNAL] FW: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

FYI

Michelle Cooke • *Assistant Planning Manager*
Benton County Community Development Department - Planning Division
Benton County Courthouse, 620 Market Street, Prosser, WA 99350
Benton County Public Services Office, 102206 E Wiser Parkway, Kennewick, WA 99338
Michelle.Cooke@co.benton.wa.us
(509) 786-5612

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From: Ashley Morton <AshleyMorton@ctuir.org>
Sent: Wednesday, July 7, 2021 1:21 PM
To: Michelle Cooke <Michelle.Cooke@co.benton.wa.us>
Cc: Hanson, Sydney (DAHP) <Sydney.Hanson@dahp.wa.gov>
Subject: [EXTERNAL] FW: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

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Good afternoon Michelle, The Confederated Tribes of the Umatilla Indian Reservation (CTUIR) Cultural Resources Protection Program (CRPP) has reviewed the materials regarding the Harvest Ridge project. The proposed project area is in close proximity to three historic properties of religious and cultural significance, Piyuušmaamí uštáy ('hills of the snakes'), ?usipamá ('for horses'), and Wišpúušya ('Beaver') to the CTUIR. Given that the project area is in close proximity to these traditional use areas and that the project will reach native soils, the likelihood of encountering cultural resources is high. Therefore, we recommend a cultural resource survey with subsurface testing.

CTUIR appreciates the opportunity.

Sincerely,
Ashley

Ashley M. Morton, M.A., RPA
Archaeologist II
Cultural Resources Protection Program
Confederated Tribes of the Umatilla Indian Reservation
46411 Timíne Way, Pendleton, OR 97801
Direct Line/Fax: (541) 429-7214

Main Office: (541) 276-3447
AshleyMorton@ctuir.org

From: Planning Department [mailto:Planning.Department@co.benton.wa.us]
Sent: Wednesday, June 23, 2021 12:01 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Ashley Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

EXTERNAL EMAIL: Please use caution when clicking links or opening attachments.

The Planning Division has prepared an Agency Review Packet for the preliminary plat of Harvest Ridge. Please click on the link below to access the packet. If you have any questions please contact our office.

https://benton365-my.sharepoint.com/:b:/g/personal/donna_hutchinson_co_benton_wa_us/Eee30IFFwRBLgv4c4afu9xABknmAF8H9fNEOZY5ISVb-Nw?e=AIpKtM

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
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Richland

MEMORANDUM

Public Works Department

TO: MIKE STEVENS, PLANNING MANAGER

FROM: PETE ROGALSKY, PUBLIC WORKS DIRECTOR

DATE: August 25, 2021

SUBJECT: EA 2021-105 PRELIMINARY PLAT OF "HARVEST RIDGE"

Mike,
The Public Works Engineering Department has reviewed the Notice of Application received in this office on August 11, 2021 for the above referenced property and has the following comments.

1. Given that the proposed preliminary plat is outside both the Richland city limits and also the Richland UGA, city utilities (domestic water, sanitary sewer) are not available for connection.
2. The "Future Road" adjacent to the eastern boundary of the preliminary plat is within the Richland city limits and does not yet exist. This off-site "Future Road" shall be constructed in conformance with either City Standard Detail ST15 (Rural Street) or City Standard Detail ST11 (Major Collector) prior to the final plat for the first phase of this project. At a minimum the project shall construct this street from its intersection with Reata Road to the northern of the two street access points for this project. This construction will require the developer to obtain a City Right of Way Construction Permit pursuant to Richland Municipal Code Chapter 12.08 and to fulfill all of the terms of the permit. This will also require that the developer dedicate the completed street and its right of way to the City prior to the final plat for the first phase of this project.
3. The two street intersections for this project onto the "Future Road" may require street widening and/or striping changes to facilitate the additional turning movements generated by this development. This issue will be resolved during the permitting process for the "Future Road" construction project.
4. The only connection for this development to the regional transportation system is via City of Richland public streets. City of Richland Municipal Code Chapter 12.03 establishes a traffic impact fee to fund the road projects needed to support developments in this area. This proposed development will impose traffic impacts on the City street network at least as great as those assessed in the traffic impact fee program. The developer has recently prepared a draft Traffic Impact Analysis (TIA) Study to update the evaluation of traffic impacts in this area. The Study includes consideration of this proposed project. The City intends to work with the developer to finalize the TIA Study and use it to update the RMC Chapter 12.03 fee program. The traffic impact fee as prescribed in RMC Chapter 12.03 for Zone 3 is presently set at $2,229.09 for each peak hour trip, which corresponds to a single family home fee. The City requires that the developer of this proposed project resolve this project's traffic impact on the City street system by paying

a lump sum payment prior to the final plat of each phase. This fee will be based on an updated per-lot traffic impact fee for Zone 3 under RMC 12.03, and may include an additional per-lot amount based on project-specific impacts identified in the updated Traffic Impact Analysis Study

5. A “No Access” easement shall be recorded along the east boundary of this project to enforce the fact that no driveways will be allowed from lots in this plat directly onto the “Future Road”. In addition a note will be shown on the face of the final plat(s) that create any lots that abut the off-site future road that states that the off-site “Future Road” is classified as a “Major Collector street”. Subsequently, no driveways accessing any of the proposed single family lots will be allowed directly onto it.

Community Development
Building Division
102206 E. Wiser Parkway
Kennewick, WA 99338

Fire Marshal
Clark A. Posey
(509) 735-3500
Clark.Posey@co.benton.wa.us

PCM 1.19

Fire Marshal Review and Comment for the Preliminary Plat of Harvest Ridge SUB 2021-001

The development will include underground utilities, paved streets, and development-wide stormwater management and disposal. Typical residences will consist of single-or two-story, wood frame structures with concrete slab-on grade or crawl space foundations.

The following Benton County Codes shall apply:

3.18.030 PROCEDURE FOR COMPLIANCE. The following shall be required for all subdivisions, short plat subdivisions, Manufactured Home/FAS parks, recreational vehicle parks, and commercial and industrial areas not exempt under the provisions of BCC 3.18.025:

(a) Subdivisions:

(1) Prior to preliminary plat approval, the applicant shall submit to the Benton County Fire Marshal a letter from the water purveyor addressing its willingness and ability to satisfy the requirements of this chapter.

(2) Prior to final plat approval, the following shall be required:

(i) Water system plans and specifications which comply with these regulations must be designed and stamped by a registered, professional engineer licensed in the State of Washington. Said plans shall be signed by the purveyor and shall be filed with the Benton County Fire Marshal and the Department of Health.
(ii) Water system plans shall be approved in writing by the Benton County Fire Marshal.
(iii) The approved water system shall be installed prior to final plat approval or a statement shall be placed on the plat indicating no building or Manufactured Home/FAS installation permit will be issued until the water system is installed, operating, and approved.
(iv) Two (2) copies of the "as built" drawings must be filed with the Benton County Fire Marshal.

(3) When the distribution system is installed, said installation must be under the direction of a registered, professional engineer licensed in the State of Washington who shall certify the construction of the system is in accordance with the approved design.

(4) Written approval from the Benton County Fire Marshal that the system is operating to specifications shall be submitted.

3.18.036 WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--GENERAL STANDARDS. Fire hydrants shall meet the following standards.

(a) Fire hydrants shall conform to current A.W.W.A. Specifications for traffic model fire hydrants, 150 psi working pressure, 300 pounds hydrostatic test, 1 - 5 1/4" main valve opening, 1 - 4 ▪ " NST pumper port that is fitted, when required by the respective Fire District, with a Storz adapter that complies with the Fire District requirements, two (2) - 2 ▪ " NST hose port, and one (1)- ▪ " pentagon operating nut - open left. Compression type opens against pressure main valve and will remain closed should the hydrant be broken off by a traffic accident. Hydrant shoe or inlet may be flanged, AC pipe or mechanical joint. Hydrant to be furnished with two (2) drain ports to insure rapid and complete drainage of hydrant barrel to eliminate all danger to damage by freezing.

(b) There shall be an auxiliary gate valve installed to permit the repair and replacement of the hydrants without disruption of water service. Gate valves shall be in conformance with the latest specifications of A.W.W.A. and be iron body, bronze mounted with two (2) inch square operating nuts that open left. End styles shall be flanged, mechanical joint or ring tight. Valve boxes shall be sliding type with pick type lids.

(c) Hydrants shall stand plumb and be set to the finished grade. The bottom of the lowest outlet of the hydrant shall be no less than twenty-four (24) inches above the grade. There shall be thirty-six (36) inches of clear area about the hydrant for operation of a hydrant wrench on the outlets and on the control valve. The pumper port shall face the street. Where the street cannot be clearly defined or recognized, the port shall face the most likely route of approach and the location of the fire truck while pumping, as determined by the Benton County Fire Marshal.

(d) Hydrants shall not be obstructed by any structure or vegetation, or have the visibility impaired for fifty (50) feet in the direction of vehicular approach to the hydrant.

(e) Hydrants are to be accessible for fire department pumpers.

(f) Fire hydrants subject to vehicle damage (i.e., those located in parking lots) shall be adequately protected.

(g) All hydrants shall be subject to testing and inspection by the Benton County Fire Marshal, subject to reasonable notice and scheduling with the purveyor.

3.18.037 WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS--LOCATION AND SPACING. (a) Location of hydrants shall be determined by the Benton County Fire Marshal. (b) The location of all water mains, fire hydrants, and valves to be installed shall be properly and accurately marked on identifiable plans or drawings. Two (2) copies of all plans or drawings shall be furnished to the Benton County Fire Marshal.

(c) Fire hydrant spacing. The table below specifies the maximum permissible spacing between hydrants:

Type of Development	Hydrant Spacing**
Subdivisions, short plat subdivisions limited to one (1) family dwellings	600 Feet
Multiple family dwellings Eight (8) or less units per acre	600 Feet
Manufactured Home/FAS parks and recreational vehicle parks	600 Feet
Multiple family dwellings –	

Nine (9) or more units per acre, commercial, industrial, hospitals, schools	300 Feet

**Spacing shall be measured along the pathway which a fire department would have to route a fire hose. This pathway shall be as determined by the Benton County Fire Marshal.

3.18.038 WATER SYSTEM REQUIREMENTS--FIRE HYDRANTS-- MAINTENANCE.

(a) The Fire Marshal may, after notifying purveyor, test hydrants for flow capability.

(b) Purveyor will maintain working parts of hydrants above ground, including keeping brush and other physical obstructions from blocking access to, or operation of, hydrants.

(c) The Fire Marshal may check operation of hydrants and notify purveyor of any malfunction or leaking which will require correction.

(d) Purveyor will notify the Fire Marshal of any hydrant installation. Said notification will state whether or not they have minimum fire flow.

(e) Purveyor will respond as expeditiously as possible when notified of a malfunction of a hydrant and will affect repair in a workmanlike manner.

WATER SYSTEM REQUIREMENTS--MINIMUM FIRE FLOW REQUIREMENTS.

(a) The minimum fire flow requirements for single family residences shall be five hundred (500) gallons per minute for 30 minutes at 20 psi residual pressure at all hydrants.

(b) The minimum fire flow for duplexes, multiple family residences, commercial, industrial, schools, hospitals, etc. will be determined by the Benton County Fire Marshal or designee. The Fire Marshal or designee may refer to NFPA 1142 Standard on Water Supplies for Suburban and Rural Fire Fighting and other pertinent information in making such determination.

PURVEYOR REQUIREMENTS. All purveyors shall continuously supply water at or above the minimum flow requirements specified herein; provided that the purveyor need not comply with these requirements in the event of vandalism, acts of God, loss of power and temporary shutdown for repairs and/or replacement. The Benton County Fire Marshal shall be notified by the purveyor at least twenty-four (24) hours prior to any shutdown for repairs and/or replacement.

Thank you,

Clark A. Posey

Benton County Fire Marshal

Donna Hutchinson

From: Pineda, Sara <Sara.Pineda@cngc.com>
Sent: Thursday, August 12, 2021 7:52 AM
To: Donna Hutchinson
Subject: [EXTERNAL] RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat
Attachments: tie ins.pdf; CNG GIS Map - Harvest Ridge.pdf; GIS Map - Harvest Ridge.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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Good morning Donna,

Walter Nelson forwarded this email as I oversee new growth in Richland.

I have attached some screenshots of our tie in points for this project. Working with our engineer group, our plans are to extend a trunk line along new road heading south to Reata. Eventually, in the distant future, we will loop our system with 6" PE on Leslie Road. This will help support growth within Badger Mt. Subarea.

Thank you,
Sara

Sara Pineda - Energy Service Representative
Service Area: Richland, West Richland, & Prosser
Kennewick District Office
200 N. Union St.
Kennewick, WA 99336
Office: 509.734.4515
Cell: 509.551.2536
Email: sara.pineda@cngc.com

CASCADE NATURAL GAS CORPORATION®
A Subsidiary of MDU Resources Group, Inc.

In the Community to Serve®

From: Nelson, Walter <Walter.Nelson@cngc.com>
Sent: Thursday, August 12, 2021 6:58 AM
To: Pineda, Sara <Sara.Pineda@cngc.com>
Subject: FW: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, August 11, 2021 2:31 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Nelson, Walter <Walter.Nelson@cngc.com>; Nelson, Walter <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

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Please see the attached for a **re-review** of the preliminary plat of Harvest Ridge. The applicant has revised his original plat map and is only platting 42 lots and 1 tract at this point in time. Please review the information and send us any comments you may have by August 26, 2021. If you have any questions, please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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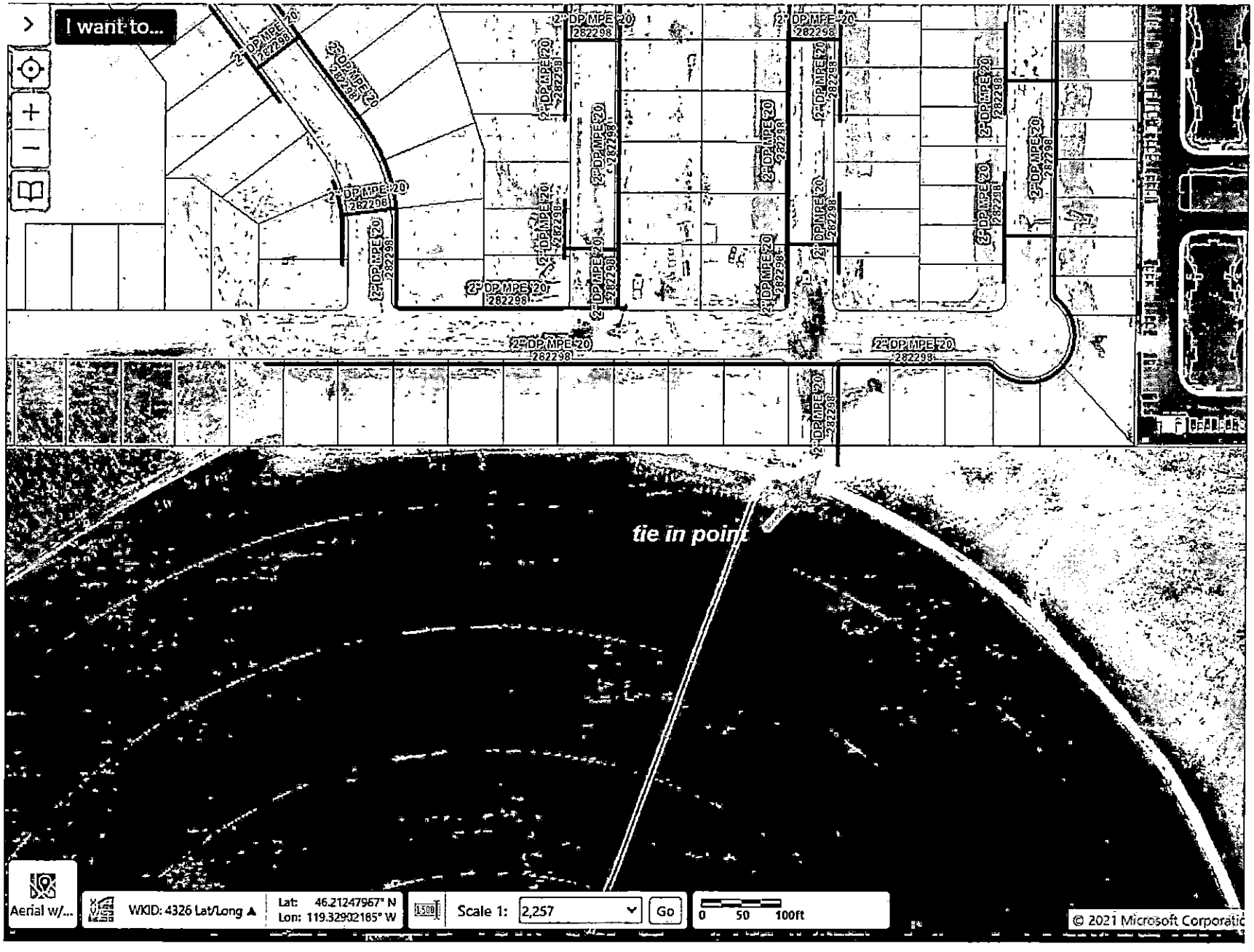
CASCADE NATURAL GAS

GIS Web Viewer



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

June 30, 2021

Michelle Cooke
Assistant Planning Manager
Benton County
620 Market Street
Prosser, WA

In future correspondence please refer to:
Project Tracking Code: 2021-06-04054
Property: Benton County_Harvest Ridge Subdivision (SUB 2021-001)
Re: Survey Requested

Dear Michelle Cooke:

Thank you for contacting the Washington State Historic Preservation Officer (SHPO) and Department of Archaeology and Historic Preservation (DAHP) and providing documentation regarding the above referenced project. These comments are based on the information available at the time of this review and on behalf of the SHPO in conformance Washington State law. Should additional information become available, our assessment may be revised.

Our statewide predictive model indicates that there is a moderate probability of encountering cultural resources within the proposed project area. Further, the scale of the proposed ground disturbing actions would destroy any archaeological resources present. Identification during construction is not a recommended detection method because inadvertent discoveries often result in costly construction delays and damage to the resource. Therefore, we recommend a professional archaeological survey of the project area be conducted and a report be produced prior to ground disturbing activities. This report should meet DAHP's Standards for Cultural Resource Reporting.

We also recommend that any historic buildings or structures (45 years in age or older) located within the project area are evaluated for eligibility for listing in the National Register of Historic Places on Historic Property Inventory (HPI) forms. We highly encourage the SEPA lead agency to ensure that these evaluations are written by a cultural resource professional meeting the SOI Professional Qualification Standards in Architectural History.

Please note that the recommendations provided in this letter reflect only the opinions of DAHP. Any interested Tribes may have different recommendations. We appreciate receiving any correspondence or comments from Tribes or other parties concerning cultural resource issues that you receive.

Thank you for the opportunity to comment on this project. Please ensure that the DAHP Project Tracking Number is shared with any hired cultural resource consultants and is attached to any communications or submitted reports. Please also ensure that any reports, site forms, and/or historic property inventory (HPI) forms are uploaded to WISAARD by the consultant(s).

Should you have any questions, please feel free to contact me.

Sincerely,

Sydney Hanson
Transportation Archaeologist
(360) 280-7563
Sydney.Hanson@dahp.wa.gov

PCM 1.22

Washington State Department of Transportation

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 7, 2021

Benton County Planning Division
P.O. Box 910
Prosser, WA 99350

Attn: Michelle Cooke, Assistant Planning Manager

RE: SUB 2021-001 & EA 2021-005 – Harvest Ridge Preliminary Plat
I-82 milepost 105.5 Lt. – Exit 104 vicinity

We have reviewed the proposed subdivision and have the following comments.

- The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

- According to the ITE Trip Generation Manual (10th Edition), 143 single-family residential lots may generate up to 1,350 vehicle trips per weekday with 143 trips occurring during the PM peak hour. WSDOT anticipates the majority of future residents will utilize the I-82/Dallas Road (Exit 104) interchange, and, to a lesser extent, the I-82/Badger Road (Exit 109) interchange. These additional vehicle trips could have a significant impact on the above-mentioned interchanges; therefore, we recommend the county require the proponent to contribute towards the county's planned improvements at Exit 109 and the city of Richland's planned improvements at Exit 104 in proportion to their impacts.

- Residential subdivisions adjacent to the state highway system increase the likelihood of safety concerns with children and pets. Consistent with other residential developments in the area, the proponent is required to construct a six-foot tall fence (or wall) on the subject property and along the I-82 right-of-way boundary. The existing WSDOT right-of-way fence typically lies one foot inside our right-of-way boundary and must not be altered or moved without prior WSDOT approval.

- I-82 is an existing facility, and the proponent is proposing a more noise-sensitive land use. The proponent and future residents should be aware this is an area with existing traffic noise. They should also expect traffic noise to continue to grow into the future, and, as an essential public facility, I-82 may need to be expanded to accommodate future traffic growth. It is the developer's responsibility to dampen or deflect any traffic noise for this development.

- Stormwater and surface runoff generated by this project must be retained and treated on site. A WSDOT Utility Permit is required for any discharge of water into I-82 right-of-way.

- Any proposed lighting must be directed down towards the site and away from I-82.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding this letter, please contact Jacob Prilucik at (509) 225-0637.

Sincerely,

Paul Gonseth

Paul Gonseth, P.E.
Region Planning Engineer

PG: jjp

cc: SR 82, File #2021_014
Kara Shute, Area 3 Maintenance Superintendent

PCM 1.23

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
1250 West Alder Street • Union Gap, Washington 98903-0009 • (509) 575-2490

July 12, 2021

Michelle Cooke
Benton County Planning
PO Box 910
Prosser, WA 99350

Re: SEPA 202103367, SUB 2021-001, EA 2021-005

Dear Michelle Cooke:

Thank you for the opportunity to comment during the Optional Determination of Non Significance process for the Harvest Ridge Subdivision submitted by Geoff Clark. We have reviewed the documents and have the following comments.

WATER QUALITY

Project with Potential to Discharge Off-Site

If your project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. Obtaining a permit may take 38-60 days.

The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. These control measures must be able to prevent soil from being carried into surface water and storm drains by stormwater runoff. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction.

In the event that an unpermitted Stormwater discharge does occur off-site, it is a violation of Chapter 90.48 RCW, Water Pollution Control and is subject to enforcement action.

More information on the stormwater program may be found on Ecology's stormwater website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/. Please submit an application or contact Lloyd Stevens, Jr. at the Dept. of Ecology, (509) 574-3991 or email lloyd.stevensjr@ecy.wa.gov, with questions about this permit.

Sincerely,

Tricia Sawyer

Tricia Sawyer on behalf of Gwen Clear
Environmental Review Coordinator
Central Regional Office
(509)575-2012 (Gwen)
crosepacoordinator@ecy.wa.gov

PCM 1.24

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

August 26, 2021

Donna Hutchinson, Office Assistant
Benton County Planning Department
P.O. Box 910
Prosser, WA 99350

Re: RE-REVIEW OF REVISED PRELIMINARY PLAT HARVEST RIDGE, FILE NO. SUB 2021-001/EA 2021-005

Dear Ms. Hutchinson:

This office has reviewed the above referenced final plat in accordance with our current land development policies and requirements for new subdivisions. Based on an onsite review and supporting file data it appears that the Re-Review of Revised Preliminary Plat of Harvest Ridge generally meets our requirements for plats utilizing on-site sewage systems with a public water supply.

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at-a-later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

The preceding recommendation shall be valid for a period not to exceed 18 months from this date and will be deemed null and void should this proposal not be developed by that time.

Sincerely,

Rebecca Warrington
Environmental Health Specialist I

CC: Rogers Surveying Inc.

7102 W. Okanogan Place
Kennewick, WA 99336
Office: (509) 460-4200

412 W. Clark
Pasco, WA 99301
Office: (509) 547-9737

PUBLIC HEALTH
Prevent • Promote • Protect
BENTON-FRANKLIN HEALTH DISTRICT

August 4, 2021

Geoff Clark
Candy Mountain LLC
PO Box 1307
Gig Harbor, WA 99335

RE: Revised Preliminary Review of Harvest Ridge Phase 1 Parcel # 1-0588-402-0000-001, Benton County.

Dear Mr. Clark:

This department completed a preliminary plat review on May 19th, 2021 of the above referenced plat proposal. This department has reviewed the above referenced plat in accordance with our current land development policies and requirements for new subdivisions. Our findings are listed below:

1. This plat is 172.36 acres that will be divided into 42 lots ranging from 1 acre to 1.09 acres with the remaining acreage reserved for future development.
2. All future phases of this plat will require a full review by Benton-Franklin Health District prior to development.
3. The proposed land use is for single family dwellings.
4. Soils encountered throughout the proposed plat area are Type 5 (silt loam).
5. Slopes are variable throughout the plat.
6. Proposed domestic water supply is Summit View Water Works.

Findings indicate the above referenced plat generally meets our requirements for plats utilizing onsite sewage disposal systems and an off-site public water supply, provided:

1. The extension to the Badger Mountain Irrigation District must be developed and approved in accordance with WAC 246-290.
2. All lots shall have a minimum of a ½ acre in size and contain a minimum of 20,000 square feet of usable land area.
3. All wells, irrigation lines, canals, and surface waters within 150ft of the plat are shown on the plat map.

7102 W. Okanogan Place
Kennewick, WA 99336
Office: (509) 460-4200

412 W. Clark
Pasco, WA 99301
Office: (509) 547-9737

4. Prior to final approval, this office must be given the opportunity to review the final plat for compliance with Benton-Franklin Health Department Rules and Regulations No. 2, and WAC 246-272A, and issue appropriate comments to the Benton County Planning Department.

5. Prior to the issuance of any onsite sewage disposal permits, additional test holes may be required to verify acceptable area for initial and replacement sewage disposal system and design criteria such as trench depth on each lot.

6. It is recommended that some provision be made to facilitate future connection to a municipal sewer utility at such time as said utility becomes available.

7. The following statement is placed on the plat:

   "This plat appears to have suitable conditions for the use of on-site sewage disposal systems. However, because of the nature of the testing methods used, we have no way of determining whether each lot can comply with Benton-Franklin Board of Health Rules and Regulation at the time of permit issuance. Further be advised this department's approval of any lot within this plat for the use of on-site sewage disposal systems may be contingent upon that lot passing additional soil inspections, percolation tests, and/or other requirements at a later date."

This recommendation is based on present known site conditions and does not guarantee the granting of an on-site sewage disposal permit. Our approval of any lot within this plat may be contingent upon that lot passing additional soil inspections/percolation tests, and/or other requirements at a later date. Should adverse site conditions be revealed at a later date, the Health Department reserves the right to impose restrictions or deny the issuance of any on-site sewage disposal permit.

Your application will be held in an active state until January 28th 2022, at which time the submittal will be deemed null and void should this proposal not be developed by that time.

If you have any questions, please contact me at the Health Department at (509)460-4335.

Sincerely,

Rebecca Warrington
Environmental Health Specialist I

CC: Rogers Surveying Inc.; Benton County Planning Department

BENTON COUNTY WA

PUBLIC WORKS DEPARTMENT

TO: PLANNING DEPARTMENT

FROM: CRISTINA WOODS

DATE:8/11/2021

SUBJECT: PRELIMINARY PLAT – SUB 2021-001 HARVEST RIDGE

Please add the following as conditions of final approval for the above reference plat:

1. The developer shall provide a complete set of engineered construction drawings for review and approval by the County and associated utilities. The drawings shall contain all appropriate information listed on the attached Minimum Plan Requirements. Grading plan will include grading to shape any drainage easements to route and fully contain all runoff based upon the 100-year storm within the easement limits. All plans and associated reports shall be prepared by a Professional Engineer licensed to practice in the State of Washington

2. All construction shall be in accordance with the most current WSDOT Standard Specifications for Road, Bridge and Municipal Construction, applicable Benton County Standard Plans and the requirements of the County Engineer

3. All roads within this plat shall have a paved width of 24 feet with a minimum 2-foot gravel shoulder. Roadways shall be designed for a minimum 25 mile per hour design speed

4. The pavement return radius at all intersections shall be a minimum of 35 feet

5. All stormwater from the roadways shall be contained on the plat and shall utilize surface infiltration (ditches, swales, ponds) for detention. The developer shall have an infiltration test performed at each proposed detention area. Tests shall be done with an infiltrometer using the falling head or constant head method. Other methods of infiltration rate determination shall be approved by the County.

6. The developer shall provide a complete stormwater runoff report developed in accordance with the Stormwater Management Manual for Eastern Washington accosting for all impervious and pervious surfaces draining to the roadside ditches. Design storm shall be a Modified SCS Type IA with a 25-year return frequency.

7. All signage including but not limited to stop signs, speed limit signs and street name signs shall be installed by the developer in accordance with Benton County Standard Plans

8. All new power, telephone, cable TV and irrigation shall be installed outside of the County right of way in the appropriate easements. Domestic water piping may be installed within the County right of way in accordance with a valid franchise agreement

9. Survey monuments, with cases and covers per Benton County Standard R-14B, shall be placed at all road intersections, points of curvature, points of tangency, centers of cul-de-sacs, section corners and quarter corners. All monuments shall be set by a Professional Land Surveyor licensed to practice in the state of Washington

10. The 5' sidewalk easement shall be paved with HMA

11. The sidewalk easement Harvest Ridge Loop shall be continuous (to include future Phase 2 & 3)

12. Provide cross walks for the sidewalk at every road crossing

13. Mitigate the pathway/sidewalk crossing over the County ditch

14. Approval of final plat is contingent on the construction of the City Road A in the BMS-South Orchard subdivision, and access to E Reata Road

15. Provide emergency vehicle turn around at the end of each new road

Add the following notes to the face of the final plat

1. Benton County is not responsible for the maintenance or upkeep of any stormwater retention facility or drainage easements. All such maintenance and upkeep are the responsibility of the underlying property owner.

2. Road approaches shall not be permitted directly across roadway tee intersections

3. Prior to the construction of any driveway or the issuance of any building permit for any lot within this subdivision the property owner shall obtain a Road Approach Permit from the Benton County Public Works Department and install the required temporary construction access

4. No trees, shrubs, weeds, fencing or other obstructions more than 24 inches in height are permitted within Benton County right of way

5. Property owners that install grass, curbing, rock mulch or other landscaping within the County right of way do so at their own risk. The County will not repair or replace damaged landscaping due to construction or maintenance operations

6. All corner lots shall not have direct access to Harvest Ridge Loop, except lots 1 and 42

7. Property owners with sidewalk abutting their property shall be responsible for the maintenance of said sidewalk

8. All lots within this subdivision are subject to a three thousand five hundred ($3,500) traffic mitigation fee. Such fee shall be due and payable prior to issuance of any Building Permit or Road Approach Permit.

Donna Hutchinson

From: Segregations
Sent: Wednesday, June 23, 2021 12:54 PM
To: Planning Department
Subject: RE: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

This one looks good. The parent parcel number recently changed due to a boundary line adjustment. The parcel is now 105884020000052.

Sincerely,

Judy H. Woodworth
Office Assistant IV
Benton County Assessor
620 Market St / P.O. Box 902 Prosser WA 99350
(509) 786-2046
judy.woodworth@co.benton.wa.us

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, June 23, 2021 12:01 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines

(glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

The Planning Division has prepared an Agency Review Packet for the preliminary plat of Harvest Ridge. Please click on the link below to access the packet. If you have any questions please contact our office.

https://benton365-my.sharepoint.com/:b:/g/personal/donna_hutchinson_co_benton_wa_us/Eee30IFFwRBLgv4c4afu9xABknmAF8H9fNEOZY5lSVb-Nw?e=AIpKtM

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

Donna Hutchinson

From: Corrine Camuso <Corrine_Camuso@Yakama.com>
Sent: Thursday, July 1, 2021 2:05 PM
To: Planning Department
Cc: Casey Barney; Jessica Lally
Subject: [EXTERNAL] Re: EA 2021-005-SUB 2021-001 Notice of Application Review

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for contacting us regarding this undertaking. The project is located within the traditional homelands of the Yakama band, signatory to the Yakama Treaty of 1855. The project is within proximity of Yakama Traditional Cultural Properties and therefore has a heightened potential to encounter archaeological resources. We recommend a cultural resources investigation of the project area. Please have the report sent to our office for review.

Regards,

Corrine Camuso
Yakama Nation
Cultural Resources Program Archaeologist
Office 509-865-5121 ext. 4776

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Tuesday, June 22, 2021 3:18 PM
To: Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com); Brad O'Brien; Clark Posey; Michelle Johnson; Rod Worthington; Troy Taylor; Dept. of Natural Resources (sepacenter@dnr.wa.gov); Dept. of Natural Resources; Dept. of Natural Resources-Shafer (ana.shafer@dnr.wa.gov); john.lyle@bentoncleanair.org; Benton Clean Air-Priddy; Benton Clean Air-Rodger ; Cristina Woods; Benton-Franklin Dist. Health Dept.; Dept. of Transportation (scplanning@wsdot.wa.gov); Dept. of Transportation- Paul G; Dept. of Transportation-Jacob Prilucik; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov); Dept. of Ecology - Lori White (lori.white@ecy.wa.gov); Dept. of Ecology ; Dept. of Ecology; Dept. of Ecology SEPA Register ; Dept. of Ecology-Former Orchards SEPA (FormerOrchards@ecy.wa.gov); Dept. of Fish and Wildlife-Mark Teske; Dept. of Fish and Wildlife, Eric Bartrand; Dept. of Fish and Wildlife, Michael W. Ritter; Dept. of Fish and Wildlife-SEPA Review (SEPADesk@dfw.wa.gov); Bureau of Land Management - Kevin Devitt District Manager (BLM_OR_SP_Mail@blm.gov); Fire District #1-Billie ; Fire District #1-Staff; Alison@futurewise.org; Futurewise; sydney.hanson@dahp.wa.gov; Dept. of Archaeology and Historic Preservation - SEPA Review (sepa@dahp.wa.gov); Tom Price-Environmental Review Inc. (envreview@gmail.com); City of Richland-Mike Stevens (mstevens@ci.richland.wa.us); Casey Barney; Corrine Camuso; Environmental Review; Jessica Lally; John Marvin; Kirk Rathbun; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com); progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Gardipe, Jamie C (DOH); Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton (AshleyMorton@ctuir.org); Umatilla Indian Nation; Benton Franklin Health District - JoDee Peyton; Rebecca Warrington; Bureau of Reclamation - C. Garner (cgarner@usbr.gov); Bureau of Reclamation - L Hendrix - Bureau of Reclamation (lhendrix@usbr.gov); Bureau of Reclamation -McKinley

(cmckinley@usbr.gov)
Subject: EA 2021-005-SUB 2021-001 Notice of Application Review

The Benton County Planning Department has prepared the attached Notice of Application in accordance with the State Environmental Policy Act regulation. This is being circulated for review by all agencies with jurisdiction. We are circulating it for comments on the environmental impacts of this action. We appreciate your review of the proposal and return of comments no later than July 14, 2021. This proposal will not be acted upon before that time.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Donna Hutchinson

From: GIS
Sent: Friday, August 13, 2021 7:41 AM
To: Donna Hutchinson; Planning Department
Subject: RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

Good Morning,

No change from the first review by GIS other then to re-note that "MAIZE ST" is closely worded with an already existing "MAZE CT" and can easily be miss read. All temp addresses have been made apart from those whose roads need renaming.

Thank you.

Very Respectfully,
Caleb Kaufmann, GIS Tech II
Benton County Information Technology
Office: 509-786-5485

From: Donna Hutchinson <Donna.Hutchinson@co.benton.wa.us>
Sent: Wednesday, August 11, 2021 2:31 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: RE: SUB 2021-001 Agency Re-Review Harvest Ridge Prel. Plat

Please see the attached for a re-review of the preliminary plat of Harvest Ridge. The applicant has revised his original plat map and is only platting 42 lots and 1 tract at this point in time. Please review the information and send us any comments you may have by August 26, 2021. If you have any questions, please contact our office.

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

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Donna Hutchinson

From: GIS
Sent: Friday, July 23, 2021 4:31 PM
To: Planning Department; Fire District #1-Billie ; Fire District #1-Staff; School District # 17-Ryan Jones; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy; Benton Clean Air-Rodger ; Benton Clean Air-Tyler Thompson; Benton-Franklin Dist. Health Dept.; Frontier Telephone; Dept. of Transportation (scplanning@wsdot.wa.gov); Dept. of Transportation- Paul G; Dept. of Transportation-Jacob Prilucik; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us); Cascade Natural Gas (Walter.Nelson@cngc.com); Cascade Natural Gas (Walter.Nelson@cngc.com); Natural Resources Conservation Service; US Postal Service (ina.n.beutler@usps.gov); US Postal Service - Address Management System; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov); Cristina Woods; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org); Ben Franklin Transit K. McMullen; Ben Franklin Transit - B. Windler; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov); Southeast Communication Center (k.lettrick@bces.wa.gov); Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com); Benton Franklin Health District - JoDee Peyton; Rebecca Warrington; Segregations; GIS; Mosquito Control (admin@mosquitocontrol.org); Clark Posey; Kirk Rathbun; WA Dept of Ecology - Gwen Clear; Gardipe, Jamie C (DOH); progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton; Benton PUD-Chad Brooks; Benton PUD-Mike Irving; Benton PUD-Shanna Everson; Benton PUD-tina Glines (glinest@bentonpud.org)
Subject: RE: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

Hello Everyone,

First sorry this took so long, I didn't realize we already had the road names and so was waiting to create the temp addresses.

Road Names
Mill Court = **Is a GO** and there is no records of any road in the county with this name.
Windrow Lane = **Is a GO** and there is no records of any road in the county with this name.
Market Street = **Is a NO GO**, there is already a street by this name in the county and so it will need a different name.
Farmstead Street = **Is a GO** and there is no records of any road in the county with this name.
Haystack Street = **Is a GO** and there is no records of any road in the county with this name.
Maize Street = **Is a NO GO**, there is no records of any road in the county with this name but there is a road with the name "Maze Ct" as mentioned below.
Grange Street = **Is a GO** and there is no records of any road in the county with this name.
Maize Court = **IS a NO GO**, there is a road by the name of "Maze Ct" within the county so this may prove to be an issue with spelling and confusion.
Harvest Ridge Loop = **Is a GO** and there is no records of any road in the county with this name. There is a Harvest Ln but this should not prove to be an issue.

You will need to change the 3 roads highlighted in RED above to something else and send the new names to us at the GIS@co.benton.wa.us email and we can re check the new names.

Temp addresses have been assigned however there are 169 so I wont post them on this email and if anyone wishes to see them I can forward them in an excel document. I have also sent this document and an image of all the addresses as seen on a map to Michelle Cooke. As for the addresses that are along the roads that failed the check, I have still given

them a temp address number but have left out the road name that will be filled in at a latter date once one those are determined.

Have a great weekend everyone if you see this before Monday!

Very Respectfully,
Caleb Kaufmann, GIS Tech II
Benton County Information Technology
Office: 509-786-5485

From: Planning Department <Planning.Department@co.benton.wa.us>
Sent: Wednesday, June 23, 2021 12:01 PM
To: Fire District #1-Billie <billie@bentonone.org>; Fire District #1-Staff <staff@bentonone.org>; School District # 17-Ryan Jones <Ryan.Jones@ksd.org>; john.lyle@bentoncleanair.org; Benton Clean Air-Priddy <robin.priddy@bentoncleanair.org>; Benton Clean Air-Rodger <rob.rodger@bentoncleanair.org>; Benton Clean Air-Tyler Thompson <tyler.thompson@bentoncleanair.org>; Benton-Franklin Dist. Health Dept. <rickd@bfhd.wa.gov>; Frontier Telephone <north.central.dbmc.control.desk@ncnetwork.net>; Dept. of Transportation (scplanning@wsdot.wa.gov) <scplanning@wsdot.wa.gov>; Dept. of Transportation- Paul G <Gonsetp@wsdot.wa.gov>; Dept. of Transportation-Jacob Prilucik <PrilucJ@wsdot.wa.gov>; City of Richland-Mike Stevens (mstevens@ci.richland.wa.us) <mstevens@ci.richland.wa.us>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Cascade Natural Gas (Walter.Nelson@cngc.com) <Walter.Nelson@cngc.com>; Natural Resources Conservation Service <ray.gekosky@wa.usda.gov>; US Postal Service (ina.n.beutler@usps.gov) <ina.n.beutler@usps.gov>; US Postal Service - Address Management System <Tina.C.Fisher@usps.gov>; WA Dept of Health - Kelly Cooper - WA Dept of Health - Kelly Cooper (SEPA.reviewteam@doh.wa.gov) <SEPA.reviewteam@doh.wa.gov>; Cristina Woods <Cristina.Woods@co.benton.wa.us>; Ben Franklin Transit - Bill Barlow (bbarlow@bft.org) <bbarlow@bft.org>; Ben Franklin Transit K. McMullen <KmcMullen@bft.org>; Ben Franklin Transit - B. Windler <bwindler@bft.org>; Dept. of Ecology - Lori White (lori.white@ecy.wa.gov) <lori.white@ecy.wa.gov>; Southeast Communication Center (k.lettrick@bces.wa.gov) <k.lettrick@bces.wa.gov>; Badger Mountain Irrig. District (bmidmanager@badgermountainirrigation.com) <bmidmanager@badgermountainirrigation.com>; Benton Franklin Health District - JoDee Peyton <Jodeer@bfhd.wa.gov>; Rebecca Warrington <rebeccaw@bfhd.wa.gov>; Segregations <segregations@co.benton.wa.us>; GIS <GIS@co.benton.wa.us>; Mosquito Control (admin@mosquitocontrol.org) <admin@mosquitocontrol.org>; Clark Posey <Clark.Posey@co.benton.wa.us>; Kirk Rathbun <k2rathbun@gmail.com>; WA Dept of Ecology - Gwen Clear <crosepacoordinator@ecy.wa.gov>; Gardipe, Jamie C (DOH) <jamie.gardipe@doh.wa.gov>; progalsky@ci.richland.wa.us; jdeskins@ci.richland.wa.us; Jessica_Lally@Yakama.com; Corrine_Camuso@Yakama.com; Casey_Barney@Yakama.com; Confederated Tribes of the Umatilla Indian Reservation - Ashley M. Morton <AshleyMorton@ctuir.org>; Benton PUD-Chad Brooks <Brooksc@bentonpud.org>; Benton PUD-Mike Irving <irvingm@bentonpud.org>; Benton PUD-Shanna Everson <eversons@bentonpud.org>; Benton PUD-tina Glines (glinest@bentonpud.org) <glinest@bentonpud.org>
Subject: SUB 2021-001 Agency Review Harvest Ridge Prel. Plat

The Planning Division has prepared an Agency Review Packet for the preliminary plat of Harvest Ridge. Please click on the link below to access the packet. If you have any questions please contact our office.

https://benton365-my.sharepoint.com/:b:/g/personal/donna_hutchinson_co_benton_wa_us/Eee30IFFwRBLgv4c4afu9xABknmAF8H9fNEOZY5ISVb-Nw?e=AIpKtM

Donna Hutchinson
Office Assistant IV
Community Development Dept.
Planning Division
PO Box 910 Prosser WA 99350
(509) 786-5612

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this email account may be a public record. Accordingly, this email, in whole or in part, may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Prosser: We are now located within the Road Department/Public Works Office on the first floor of the Benton County Courthouse at 620 Market St, Prosser WA 99350. **Kennewick:** The County has opened a new Public Services Office at 102206 E Wiser Parkway, Kennewick, which houses the Planning, Building and Road Departments.

PCM 1.29

Washington State Department of Transportation

South Central Region
2809 Rudkin Road
Union Gap, WA 98903-1648
509-577-1600 / FAX: 509-577-1603
TTY: 1-800-833-6388
www.wsdot.wa.gov

August 23, 2021

Benton County Planning Division
P.O. Box 910
Prosser, WA 99350

Attn: Michelle Cooke, Assistant Planning Manager

RE: SUB 2021-001 & EA 2021-005 – Harvest Ridge Re Plat
I-82 milepost 105.5 Lt. – Exit 104 vicinity

We have reviewed the proposed subdivision and have the following comments.

- The subject property is adjacent to Interstate 82 (I-82), a full control limited access facility with a posted speed limit of 70 miles per hour. WSDOT has acquired all access rights to the highway from the abutting properties. Direct access to I-82 is prohibited.

- According to the ITE Trip Generation Manual (10th Edition), 42 single-family residential lots may generate up to 396 vehicle trips per weekday with 42 trips occurring during the PM peak hour. WSDOT anticipates the majority of future residents will utilize the I-82/Dallas Road (Exit 104) interchange, and, to a lesser extent, the I-82/Badger Road (Exit 109) interchange. These additional vehicle trips could have a significant impact on the above-mentioned interchanges; therefore, we recommend the county require the proponent to contribute towards the county's planned improvements at Exit 109 and the city of Richland's planned improvements at Exit 104 in proportion to their impacts.

Thank you for the opportunity to review and comment on this proposal. If you have any questions regarding this letter, please contact Jacob Prilucik at (509) 225-0637.

Sincerely,

Paul Gonseth

Paul Gonseth, P.E.
Region Planning Engineer

PG: jjp

cc: SR 82, File #2021_014
Kara Shute, Area 3 Maintenance Superintendent

PCM 1.30

RE-REVIEW OF REVISED PLAT OF HARVEST RIDGE
Please check each one that you feel is appropriate for your agency.

If you have any comments or objections - please elaborate under item no. 9.

		Approval	Object
1.	Lot size of _____	_____	_____
2.	Access (Roads, alleys & other public ways)	_____	_____
3.	Water Supply	X	_____
4.	Sanitary waste disposal systems	_____	_____
5.	Parks and Playgrounds	_____	_____
6.	Fire protection facilities Hydrants	X	_____
7.	Drainage and storm water easements	_____	_____
8.	Utility easements (Phone, water, gas, etc.)	X	_____

9. All Construction documentation and planning for the domestic water infrastructure will also need to be approved by Department of Health.

I certify that the above recommendations are adequate for this agency.

Signature _____

Agency Budger Mountain Irrigation

Date 8/13/2021

Project Name **REVISED PLAT** Harvest Ridge

File No. SUB 2021-001

Benton County OPD – Special Mid-Year Update for 2021

Unlike past updates, where things have been pretty routine and most of the update is simply to advise the Board of current events, finances, staffing, and the like, this mid-year update is different. This time, I want to take this opportunity to share with the Board OPD's biggest challenges, as well as what the COVID pandemic has done to affect our operations. I will also be sharing some of our solutions and hopes for addressing the unprecedented challenges that have come our way.

The Biggest Challenges Facing OPD

OPD is facing its most monumental challenges that I have seen in my 15 years managing this office.

1. Retention & Burnout

The attrition rate for OPD attorneys is alarmingly high.

Catastrophic Talent Loss in Superior Court

In our Superior Court team our needed staffing is 12-13 full-time attorneys at any given time.

Between January, 2020 and December, 2021, we lost, and had to try to replace, 10 attorneys[1]. The reasons for their departures appeared to be evenly split between a) private practice is too lucrative and they can't afford to practice in public defense any longer; and b) sheer burnout. Included in this number was OPD's Chief Trial Attorney (functioning as my Assistant Manager) and many attorneys who were qualified to handle homicide cases.

Loss of the most qualified

Even worse than the sheer number of attorneys we lost is the fact that 80% of these attorneys were qualified (under Washington Public Defense Standards) to take on Class A felonies. Class A felonies are the most serious of the felonies and include homicide cases. Since Public Defense Standards impose very stringent standards before an attorney can take on Class A felonies, finding public defenders with these qualifications is incredibly hard. The result of this massed exodus is that many of the replacement attorneys are not yet Class A felony qualified – resulting in Class A felony cases being distributed to a much smaller group of remaining attorneys, *and further risking burnout.*

The exact reason why so many of our most qualified felony public defenders is, of course, unknown. However, it would seem that two very likely explanations are that a) the most qualified felony public defenders are, conversely, most able to earn a disproportionate income in private practice; b) attorneys who are regularly assigned Class A felony cases are exposed to cases involving the most disturbing materials, the most difficult clients, and the highest amount of work, therefore substantially increasing their risk of burnout.

[1] All of these attorneys were "full time" attorneys except one. However, even the one attorney who was not full time, was qualified for Class A felonies – the most serious felonies that require the highest level of qualifications under Washington State Public Defense Standards.

Benton County OPD – Special Mid-Year Update for 2021

2. Recruitment

At the same time as we are losing unprecedented number of attorneys, we are also facing unprecedented difficulties in recruitment. As recent as five years ago, job postings for staff public defenders would attract 10-20 qualified applicants and RFQs would attract just as many. In the last year and a half, our staff defender job postings and contractor RFQs have attracted maybe just 10% of that volume. Specifically, here are the results of our recent job postings and RFQs:

Recruitment or RFQ	Result
Late 2020 RFQ	No responses
Early 2021 Recruitment	5 responses, only 2 suitable for interview
Early 2021 RFQ	2 responses
Mid 2021 Recruitment	2 responses
Last 2021 (Aug) RFQ	No responses – was able to get an attorney to fill a very urgent caseload need only because I reached out through my network and asked, essentially, a favor of a local attorney with whom we used to work.

We can only imagine that the same dynamics as are leading to unprecedented rates of attrition are also driving the lack of interest in public defense: lucrative alternative options, and the reputation of a career in public defense for burning out attorneys.

3. Unpredictability

Recent factors have made OPD caseloads almost impossible to predict reliably in the future. This has created a serious challenge when coupled with the attrition and recruitment challenges detailed in the previous two sections.

Prediction & Planning for OPD Resources

One of the most important functions I serve as Public Defense Manager is that of (calculated, data-driven) prediction. Specifically, my job is to predict the workload in the multitude of courts and jurisdictions where Benton County provides legally mandated public defense services. Then, once I've modeled projected workloads, my job is one of resource planning to make sure that Benton County has the resources to be able to meet its legal obligations as to these projected workloads. This prediction-planning approach to public defense is crucial in public defense (to an extent much beyond any other County function) because of how State Public Defense Standards ("Standards") work. Specifically, Standards essentially treat each attorney as a fungible commodity each of whom, regardless of training, experience, skill, or accomplishments, can, by law, only take so many cases (400 in District Court, 150 in Superior Court, and 250 in Juvenile Court). No other County function has such constraints. For example, if the County had 10 Superior Court public defenders, the absolute maximum number of Superior Court cases that OPD could handle is 1,500, and not one more. If, more arrests were made, and, for example, the total annual cases ended up being 1,530 and the Prosecutor's Office decided that was a number higher than what their current staffing should handle, they could nevertheless handle them with existing staffing by asking attorneys to work harder, longer hours, or more efficiently, or by rewarding them with extra time off etc. On the other hand, with the legal constraints in place, with the 10 attorneys OPD has

Benton County OPD – Special Mid-Year Update for 2021

at its disposal, it is simply not legal to handle the 1,530 cases. Instead, OPD would need to find *other* attorneys, usually through "overflow" contracts, to handle these additional 30 cases.

Funding Availability vs. Talent Availability

In probably the first 10 years of my 15 years with OPD, in procuring attorney resources, the constraining factor was usually budgetary. We always tried to be as fiscally responsible as possible in resource planning. Therefore, it was commonplace for us to award one less contract than what was likely needed to handle projected workloads for upcoming contract cycles. This way, the County would never "overpay," attorneys, and any resource needs above what was contracted for could be easily procured simply by offering to award additional contracts.

In the past five years, this trend shifted toward a shortage of talent vs budget concerns. In other words, regardless of funding level (and the County has been very generous in making sure that OPD has had the funding necessary to offer competitive contract and employment opportunities to its attorneys) the pool of available and qualified attorneys to draw from has been rapidly shrinking. As explained above, this trend has reached a crisis point where it is, at times, next to impossible to plan for the future.

Caseload Dynamics and Fluctuations

Many factors have resulted in huge changes in caseload. This constant fluctuation has made it very difficult to plan for future caseloads.

a. COVID bottleneck resulted in lower case filings but higher pending caseload.
b. An end to the bottleneck and a "catch up effort" at the beginning of the year threatened to overburden attorneys and out overall capacity.
c. The decision in *Blake* that declared the Possession of Controlled Substances charges to be unconstitutional, simultaneously reduced our pending and new caseload but also introduced a new dynamic that required significant resources: vacating convictions and resentencing.
d. Now, the latest dynamic has been the changes in the use of force laws with law enforcement. From what we've been able to see, these changes have been the driving force behind the most recent massive drop in case filings. See following charts for details:

District Court Filings

Year	Total Filings Jul-Aug
2021	770
2020	1,313
2019	1,436
2018	1,348

Superior Court Filings

Benton County OPD – Special Mid-Year Update for 2021

Year	Total Filings Jul-Aug
2021	144
2020	284
2019	327
2018	275

What We've Tried

1. Increased compensation. While this is the bare minimum needed to keep our contracts or staff positions competitive in the market, we have been unable to keep up with private sector earnings in the local legal market. Also, increased compensation has been ineffective in dealing with the burnout factor that is driving attrition.
2. On-campus interviews. We have been trying to increase Benton County OPD's profile at law school campuses and work on developing more of a "pipeline" of future prospective attorneys. However, the unpredictability of our future needs (see details above in Caseload Dynamics section) has made campus hiring difficult. We have had situations where we have had interested candidates but nothing to offer, only to have a need come up later, when we can't find candidates. The caseload standards issues discussed above play into this problem.
3. More support services to assist with peripheral tasks. We have been providing additional services to assist attorneys with certain tasks that are very laborious, take them away from their mandatory and mission critical legal tasks, and contribute to burnout. Funding such tasks as paralegal assistance on complex cases or ones that have lots of discovery (especially when they go to trial), and providing redaction services for cases where defendants request copies of their voluminous discovery, are all effective in this area.
4. Increased in-house staffing. The increase in our in-house staffing, especially when planning for future office changes, appears to be a promising strategy. In-house staffing offers flexibility, recruitment/retention perks like good benefits and the Public Service Loan Forgiveness program, and an advancement track that is attracting to young attorneys. It is yet to be seen how successful this strategy will be. While we have tried recently to increase our staffing, the recent loss of staff has made this effort difficult so we have put a temporary halt to it.

COVID Dynamics

COVID presented our office with a series of (hopefully) once-in-a-lifetime challenges. Here are some of those challenges and how our fared, as well as lessons learned for the future.

Challenges

a. Court Closures and limitations.

At the outset of the pandemic, court closures, modified openings, attendance rules, schedule changes, and the like, were huge challenges to a system that otherwise has always run more or less like

clockwork. Many of our clients missed court and (if they were absent for long enough[2]) received arrested warrants simply because they got caught up in the confusion.

Now the severe limitations on the ability to take cases to trial continue to create large problems for us, resulting in bottlenecks and, more problematically, clients who have been in jail for very inordinate amounts of time awaiting trial (more on this issue below).

b. Constant changes

During 2020, there were constant changes in court rules, schedules, restrictions and the like. This made it difficult for attorneys and clients alike. One unique dynamic was that many clients, who had their court dates moved multiple times, eventually lost touch with their attorneys and ended up missing court dates. Some of these missed court dates resulted in arrest warrants – warrants that we are continuing to see and address to this day.

c. Difficulties in plea negotiation

The lack of jury trials in 2020 made plea negotiations extremely difficult, resulting in a bottleneck of unresolved cases.

The ultimate "threat" that drives plea negotiations in criminal cases is trial, and one side may have more or less leverage than the other if a case proceeds to trial. What happens, then, when trial is impossible – whether because of a backlog (practical impossibility) or because of procedural limitations (such as the elimination of jury trials and the tolling of speedy trial rights for virtually all of 2020)? Well, we found out during the pandemic – the process grinds to a halt. Prosecutors have no incentive to make reasonable offers (to avoid trial) and defendants have no incentive to accept them (to avoid trial). The result was that, while the case filing rate in 2020 was actually quite low in comparison to other years, most public defenders ended the year with unmanageably high open caseloads – and highly disgruntled clients to boot.

d. Significantly above-average pre-trial jail stays

Jail, when it comes to felony offenses (punishable by prison sentences) is generally used for housing defendants for a relatively short period pre-trial. Defendants who are jailed pre-trial are still presumed innocent and have some privileges that inmates who are serving a sentence (most often a District Court sentence) don't have.

The problem comes when defendants are stuck in jail awaiting adjudication of their felony cases for inordinate amounts of time. Especially when such defendants have strong or "winnable" cases, they are left in a very bad situation: either remain in jail indefinitely, or enter a plea to charges where they sincerely believe they are innocent and where the evidence is in their favor. This is clearly a bad set of circumstances and the biggest reason why we have mandatory "speedy trial" rights. However, when jury trials were suspended in 2020 (and we are still just trying a handful of cases even in 2021) this exact set

[2] There was quite a bit of leeway granted to defendants during 2020 but some, who were initially confused by the constant rescheduling and changes, continued to be absent from court well into the end of the year or even into 2021 and were arrested on warrants.

Benton County OPD – Special Mid-Year Update for 2021

of bad circumstances happened. Not only is this a problem from a philosophical perspective, but it makes for clients who are extremely difficult to work with – further driving the burnout amongst our attorneys.

e. Needing to switch to different communication channels with clients

We've had to switch to different types of communication formats and channels with clients both to address closures and access issues, and to protect our staff from COVID exposure risks. With our clientele being sometimes difficult to communicate with in the first place, this has been challenging.

Lessons Learned

1. Always be prepared to work remotely and have technology stack that facilitate this. While we have always been headed toward a virtually paperless office, COVID accelerated our pace and cemented our resolve in this endeavor. We have developed a well-functioning technology stack that has facilitated a number of our functions including:
    a. Caseload management
    b. Video meetings
    c. Secure document sharing
    d. Automated bookings of client meetings together with reminder texts
    e. Document assembly (reduces times to create standard docs and reduces errors)
    f. Electronic signing of documents
    g. Client contact (cell phones issued to all attorneys now and published to clients)
2. Virtual meetings save LOTS of time and are preferred by clients. We have had a much easier time staying in contact with clients and ensuring that they actually make it to meetings when the meetings occur virtually. Clients prefer communicating by text, phone and video are fine for more extended meetings, and email is more commonly used than ever.
3. Be adaptable and ready to help each other. Our in-house team did particularly well during COVID (though has suffered attrition now) because of our cohesiveness, strong work ethic, and team-work.
4. Working relationships with prosecutors are priceless. Especially in Superior Court, where our defenders have always worked toward building good long-term relationships with their counterparts in the Prosecutor's Office, the goodwill has been very beneficial. This has allowed us to work together both to craft solutions to systemic problems, and also to come to agreeable and creative resolutions on individual cases when traditional, more confrontational solutions are unavailable.

Moving Forward

I will be reporting to the Board again after the new year with a more conventional report detailing our staffing, forecast for the year, and finances. Thank you for the opportunity to advise the Board about the pressing issues, concerns, and solutions detailed in this report.

Thank you, as always, for your support of our office.

Eric Hsu, Benton County Public Defense Manager

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/2/2021
Subject:	Scheduled Business – Reclassification in OPD
Presenter:	E. Hsu
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

With the recently vacated Office Support position, it was determined that changing the Office Support, non-bargaining grade 6, to a Courthouse Union Legal Secretary IV, grade 7, would help align the Office with internal equity. This will be budget neutral.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners approve the LIT to change the Office Support, position 1656 to a Legal Secretary IV.

Suggested Motion

I move to approve the LIT to change the Office Support, position 1656 to a Legal Secretary IV.

cc: HR, Auditor, Facilities

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101 DEPARTMENT NUMBER 136

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Office of Public Defense Dept Nbr: 136

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM: **Dept. 136** TRANSFER TO: **Dept. 136**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.910	1656	Office Support	$54,011	515.910	1656	Legal Secretary IV	$54,011
TOTAL			$54,011	TOTAL			$54,011

Explanation:

With the recently vacated Office Support position, it was determined that changing the Office Support, non-bargaining grade 6, to a Courthouse Union Legal Secretary IV, grade 7, would help align the Office with internal equity. This will be budget neutral.

Prepared by: L. Wingfield Date: 10/22/21

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/2/2021
Subject:	Scheduled Business – Reclassification in Human Services
Presenter:	K. Sullivan
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

With the high increase in funding available for our community, it is necessary to change the vacant non-bargaining grade 9 Administrative Assistant to a Courthouse Union grade 9 Office Assistant IV. The Office Assistant will assist the Department with their accounts payable, contract and board resolution preparation, and other administrative tasks.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners approve the LIT to change the Administrative Assistant to an Office Assistant IV.

Suggested Motion

I move to approve the LIT to change the Administrative Assistant to an Office Assistant IV.

cc: HR, Auditor, Facilities

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN HUMAN SERVICES FUND NUMBER 0108101 DEPARTMENT NUMBER 560

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Contract Management Dept Nbr: 560

Fund Name: Human Services Fund Nbr: 0108101

TRANSFER FROM: **Dept. 560** TRANSFER TO: **Dept. 560**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
566.110	1762	Administrative Assistant	$93,129	566.110	1762	Office Assistant IV	$93,129
TOTAL			$93,129	TOTAL			$93,129

Explanation:

With the high increase in funding available for our community, it is necessary to change the vacant non-bargaining grade 9 Administrative Assistant to a Courthouse Union grade 9 Office Assistant IV. The Office Assistant will assist the Department with their accounts payable, contract and board resolution preparation, and other administrative tasks.

Prepared by: L. Wingfield Date: 10/22/21

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/2/2021
Subject:	Scheduled Business – Fund a Facilities Maintenance Worker
Presenter:	J. Jones
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

With the additional square feet of the new Administration Building to maintain, it is recommended to add another Maintenance Worker to the Facilities staff to ensure all Benton County facilities will have proper maintenance coverage.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners approve the LIT to fund an additional Facilities Maintenance Worker.

Suggested Motion

I move to approve the LIT to fund a Facilities Maintenance Worker.

cc: HR, Auditor, Facilities

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 116 TO DEPARTMENT NUMBER 110

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by: Ivey

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Planning to Facilities

Dept Nbr: 116 to Department Number 110

Fund Name: Current Expense

Fund Nbr: 0000101

TRANSFER FROM: Dept 116

TRANSFER TO: Dept 110

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
558.600	1572	Code Compliance Official	$88,636	518.301	1258	Maintenance Worker	$32,098
				518.301	2102	Social Security	$2,455
				518.301	2103	Medical Insurance	$11,161
				518.301	2104	Retirement	$3,290
				518.301	2119	Paid Family Leave Act	$47
				523.500	1258	Maintenance Worker	$25,903
				523.500	2102	Social Security	$1,982
				523.500	2103	Medical Insurance	$9,007
				523.500	2104	Retirement	$2,655
				523.500	2119	Paid Family Leave Act	$38
TOTAL			$88,636	TOTAL			$88,636

Explanation:

To appropriate funding and position from Planning Department 116, Code Compliance Official position 1572, to Facilities Department 110, Maintenance Worker position 1258. Code Compliance position 1572 will be unfilled for the 2021-2022 budget cycle and will be unbudgeted in the 2023-2024 budget cycle. Facilities Maintenance Worker position 1258 is grade 11, non bargaining position.

Prepared by: Linda Ivey

Date: 19-Oct-2021

Approved ❑

Denied ❑

Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	11/2/2021
Subject:	Scheduled Business – Fund Records Clerk Positions in the Sheriff's Office
Presenter:	Sheriff Croskrey and Undersheriff Law
Prepared By:	L. Wingfield
Reviewed By:	

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Due to current needs of the Department, a vacant funded Deputy position will fund two (2) new Records Clerks. These Records Clerks will be help alleviate the high demands of public records requests within the Sheriff's Office and for general office coverage assisting the public. The Deputy position will remain unfilled and unfunded.

Fiscal Impact

No supplement required.

Recommendation

Recommend the Board of Benton County Commissioners approve the LIT to fund 2 additional Records Clerks in the Sheriff's Office.

Suggested Motion

I move to approve the LIT to fund 2 new Records Clerk positions in the Sheriff's Office.

cc: HR, Auditor, Sheriff's Office

Prepared by: L. Wingfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN PUBLIC SAFETY TAX FUND FUND NUMBER 0148101 DEPARTMENT NUMBER 121

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept, Auditor, File

prepared by: L. Wingfield

EXHIBIT "A"

BENTON COUNTY BUDGET ADJUSTMENT

Dept Name: Sheriff Patrol Dept Nbr: 121

Fund Name: Public Safety Tax Fund Fund Nbr: 0148101

TRANSFER FROM: **Dept. 121** TRANSFER TO: **Dept. 121**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
521.210	1953	Deputy	$100,221	521.210	1510	Records Clerk	$50,110
				521.210	1511	Records Clerk	$50,111
TOTAL			$100,221	TOTAL			$100,221

Explanation:

Due to current needs of the Department, a vacant funded Deputy position will fund two (2) new Records Clerks. Records Clerk are grade 8 on the Sheriff/Corrections Clerical salary schedule. These Records Clerks will be help alleviate the high demands of public records requests within the Sheriff's Office and for general office coverage assisting the public. The Deputy position, position 1953, will remain unfilled and unfunded.

Prepared by: L. Wingfield Date: 10/22/21

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	November 2, 2021
Subject:	Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission
Presenter:	Lt. Clarke & Katie Gillies
Prepared By:	Lisa Small
Reviewed By:	Sheriff Croskrey; Katie Gillies; Purchasing Dept

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☐ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☒ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

The Benton County Sheriff's Office (BCSO) received the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission (WTSC) outlining grant funding for traffic safety grant project 2022-HVE-4455-Region 14 Target Zero Task Force, to conduct overtime high-visibility enforcement traffic safety emphasis with the goal of reducing traffic crashes.

Said patrol emphasis shall be conducted on specific dates from October 1, 2021 through September 30, 2022, as further outlined in the attached Interagency Agreement, with an overall Region 14 Funding of $50,420.00 amongst Region 14 agencies, with BCSO's estimated budgeted grant funding for a total of $6,500; summarized as follows:

- Holiday DUI - $3,000
- U Drive. U Text. U Pay - $500
- Click It or Ticket - $1,500
- DUI Drive Sober or Get Pulled Over – $1,500

WTSC is requesting Benton County to sign the document first. They will return a fully executed copy back to us for our records.

Fiscal Impact

Said grant and expenditures were considered in the budget process. No budget adjustment will be necessary.

Recommendation

Approve the attached Resolution and Interlocal Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission and authorize the Benton County Sheriff to sign said Agreement.

Suggested Motion

The Board hereby approves the attached Interlocal Agreement between BCSO and WTSC and authorizes the Benton County Sheriff to sign said Agreement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AUTHORIZING THE BENTON COUNTY SHERIFF TO SIGN THE INTERAGENCY AGREEMENT BETWEEN BENTON COUNTY SHERIFF'S OFFICE AND WASHINGTON TRAFFIC SAFETY COMMISSION PROVIDING GRANT FUNDING FOR OVERTIME RELATED TO LAW ENFORCEMENT TRAFFIC SAFETY EMPHASIS PATROLS

WHEREAS, the Benton County Sheriff's Office received the attached Interagency Agreement between Benton County Sheriff's Office (BCSO) and Washington Traffic Safety Commission (WTSC) outlining grant funding for traffic safety grant project 2022-HVE-4455-Region 14 Target Zero Task Force, to conduct overtime high-visibility enforcement traffic safety emphasis with the goal of reducing traffic crashes; and

WHEREAS, said patrol emphasis shall be conducted on specific dates from October 1, 2021 through September 30, 2022, as further outlined in the attached Interagency Agreement with, an overall Region 14 Funding of $50,420.00 amongst Region 14 agencies, with BCSO's estimated budgeted grant funding for a total of $6,500 and summarized as follows:

- Holiday DUI - $3,000
- U Drive. U Text. U Pay - $500
- Click It or Ticket - $1,500
- DUI Drive Sober or Get Pulled Over - $1,500

WHEREAS, the Benton County Sheriff recognizes the importance for traffic safety emphasis patrols to reduce traffic related accidents and recommends approving the Interlocal Agreement to accept the estimated budgeted grant funding from WTSC for an amount not to exceed $6,500; **NOW, THEREFORE**

BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the recommendation and hereby authorizes the Benton County Sheriff to sign the attached Interagency Agreement between Benton County Sheriff's Office and Washington Traffic Safety Commission for grant funding in the amount not to exceed $6,500 to conduct over-time visibility enforcement patrols as outlined in the attached Interagency Agreement; and

BE IT FURTHER RESOLVED, the term of this Interagency Agreement is October 1, 2021 – September 30, 2022.

Dated this_____day of _____ , 2021.

_____
Chairman of the Board

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....
Clerk of the Board

Orig: Sheriff's Office
cc: Auditor; PA; WTSC

Prepared by: L. Small

INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Benton County Sheriff's Office

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Benton County Sheriff's Office, hereinafter referred to as "SUB-RECIPIENT."

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for traffic safety grant project **2022-HVE-4455-Region 14 Target Zero Task Force**, specifically to provide funding for the law enforcement agencies in WTSC Region 14 to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols as outlined in the Statement of Work (SOW), in support of Target Zero priorities. The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic crashes.

Grant **2022-HVE-4455-Region 14 Target Zero Task Force** was awarded to the **Region 14** to support collaborative efforts to conduct HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2021, and remain in effect until September 30, 2022 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

SCOPE OF WORK:

Problem and Opportunity Statement / Project Overview

The main causes of serious injury and fatality collisions on Washington's roadways are driver impairment through drug and/or alcohol use, and distracted driving. Motorcyclists also represent a high number of injured and killed as a result of unsafe and poorly trained riders and the challenges vehicle drivers face in observing motorcycles on the road.

This project will fund locally coordinated high visibility enforcement mobilizations for distracted driving and motorcycle safety. Selected regions will also be given funding for Impaired Driving HVE. Overtime patrols will be organized by local Target Zero Managers (TZMs) & the statewide Law Enforcement Liaison networks and their local Target Zero Task Force. These patrols will also be coordinated with the Washington State Patrol (WSP). Target Zero Managers will establish or strengthen relationships with key WSP district personnel to improve interagency coordination.

Goal

Prevent traffic crashes to reduce traffic related deaths and serious injuries through active, visible, consistent, and targeted traffic law enforcement.

Strategy

Prevent drivers from engaging in high-risk behaviors by increasing their perception of the risk of receiving a citation through high visibility enforcement campaigns (HVE).

HVE Campaigns influence driver behavior by creating the perception that there is an increased risk of engaging in risky driving behaviors. This perception is achieved through 1) an increase in media messages about upcoming emphasis periods so that the targeted drivers know when the patrols will occur and what will be enforced and 2) drivers have the perception of increased enforcement because they can see a significant and noticeable increase in law enforcement presence (officers pulling cars over) that reinforces the media messages they received and influences them to modify their driving behavior.

Objectives and Requirements for All High Visibility Patrols

1. SUB-RECIPIENT will participate in their task force to plan and execute HVE events. The SUB-RECIPIENT in cooperation with the local task force will:
    a. Conduct robust planning for each HVE event. WTSC recommends creating an operational plan developed by the local traffic safety task force for each HVE event that includes:
        i. Goals for the event – For example, what behaviors is the event intended to influence?
        ii. Summary of participating law enforcement agencies, target violations, and target locations.
        iii. Summary of the public outreach that will be done to promote the event so that drivers in the targeted locations are forewarned and can anticipate it.
        iv. Use data and information such as crash data, anecdotes of near misses, and professional judgement to pick target locations where the patrols will occur.

b. The planning for HVE events will be data informed; based on crash data, anecdotal evidence, and the professional judgement of task force members.

c. Execute the event using multiple officers (a minimum of three) at the same time in the same target areas to create a visible presence so that the driving public has the perception of law enforcement omnipresence on the targeted roads. Enforcement is highly visible – clearly more than a typical day.

d. Participating officers should maximize their contacts during their patrols so that their activity contributes to the goals of the HVE event. See this requirement described below in the section called Other Considerations, Exceptions, And Notes Regarding HVE Events.

e. Promote the event through all earned, owned and, if funded, paid media that is available so that the public is made aware of the event before, during, and after the enforcement takes place. Translate messages as needed to reach the majority of drivers in the targeted locations.

f. Invite local media involvement in the effort to reach communities in which HVE will occur.

g. Strive to actively enforce traffic safety laws focused on collision causing behaviors in priority areas throughout the year outside of HVE events.

h. Ensure all participating personnel will use the WEMS system provided by the WTSC to record all activities in digital activity logs conducted by their commissioned officers pursuant to the HVE events. Participating officers will fill out all applicable fields of the digital activity log and use the comments field to provide details on an irregularities, challenges or other details that would help explain what was encountered during their shift. SUB-RECIPIENT will also ensure all supervisors and fiscal staff have the ability to review and edit those activity logs.

i. Ensure all participating personnel will receive a briefing prior to the event so that every participant understands the purpose and goals of the HVE event. This can be done in person (preferred) or electronic via telephone or virtual software. Below is a recommended briefing checklist:

    i. Event goals, and summary of participating law enforcement agencies and officers, target violations, and target locations.

    ii. List of on-call DREs and request procedures

    iii. How to fill out their digital activity log in WEMS

    iv. Information on how the Mobile Impaired Driving Unit will be used (if applicable)

    v. Dispatch information

    vi. Spotter processes (if applicable)

    vii. Available Draeger machines and locations

j. Ensure all officers participating in these patrols is BAC certified and received and passed the SFST refresher training.

k. Support the promotion of HVE events utilizing all of their owned media channels (i.e., Facebook, Twitter, website, email newsletters, or other social media).

l. Ensure at least one individual available for weekend media contacts, beginning at noon on Fridays before HVE mobilizations.

Objectives and Requirements for Distracted Driving HVE Patrols

1. SUB-RECIPIENT must use the spotter method for all distracted driving HVE events. This method will utilize a team of no less than three officers – one spotter identifying violations and at least two officers responding to violations.
2. Participating officers will document, in the "Comments" box of their activity log, the names of the spotter and chasers with which they were working.
3. SUB-RECIPEINTS utilizing motorcycle officers are exempt from the spotter requirement.
4. SUB-RECIPIENT agrees that distracted driving patrols conducted without using the spotter method will not be compensated by the WTSC.
5. SUB-RECIPIENT will only expend funds for these HVE events in support of the national distracted driving campaign from April 4 to April 11.
6. SUB-RECIPIENT may expend funds outside of the April national campaign, but only when 1) the Target Zero Manager receives written approval from WTSC in advance and 2) the event is in support of a distracted driving focused HVE event organized by the Task Force. Patrols conducted outside of the campaign window, and without pre-approval from WTSC will not be reimbursed.

Objectives and Requirements for Click It or Ticket Seat Belt HVE Patrols

1. SUB-RECIPIENT must use the spotter method for all Click It or Ticket (CIOT) HVE events. This method will utilize a team of no less than three commissioned officers – one spotter identifying violations and at least two officers responding to violations.
2. SUB-RECIPIENT agrees that CIOT HVE patrols conducted without using the spotter method will not be compensated by the WTSC.
3. SUB-RECIPIENT will only expend funds for these HVE events in support of the national CIOT campaign from May 21, 2022 – June 5, 2022.

Other Considerations, Exceptions, And Notes Regarding HVE Events

Maximizing contacts: Participating law enforcement officers should make as many contacts as they can during their patrol in the spirit of changing driving behavior. Active, visible, consistent, and targeted traffic law enforcement has an impact on helping to modify driver behavior. A traffic stop affects future driving habits that has a positive influence on reducing the number and severity of collisions. People believe what

they hear from each other and it influences what they do. Traffic stops act as a deterrent to risky driving behavior. This strategy has three primary purposes that traffic stops achieve:

- The first purpose is to stop a violation of the law for public safety. Officers will accomplish this purpose merely by stopping vehicles.
- The second purpose of the stop is to serve as a general deterrent to other drivers. Officers' visible presence with a vehicle at the roadside has this symbolic effect on other drivers.
- Finally, the third purpose is to change the drivers' future driving behavior.

Process Measures

- Percent of officers that receive a briefing prior to HVE events.
- Percent of HVE activity logs with a start date and end date / time within prescribed campaign windows.
- Percent of stops resulting in an infraction or citations issued for high-risk behaviors including but not limited to impaired driving, speeding, distracted driving, and aggressive driving.

Objectives and Requirements for Impaired Driving HVE Patrols

1. SUB-RECIPIENT will implement a data driven, sustained enforcement and education efforts.
    a. Use local traffic crash data and any other useful data to identify the locations where the enforcement patrols should occur.
    b. Education and local media efforts should incorporate a Positive Community Norms approach with the desired outcome of influencing drivers with the highest potential of causing traffic crashes.
    c. Commit to an increased level of sustained enforcement as outlined in the operations plan. *NOTE: These funds are meant to provide an increase in DUI enforcement efforts, not meant to replace current DUI enforcement.*
2. SUB-RECIPIENT will participate in national impaired driving HVE events including:
    a. Holiday DUI Patrols (December 15 – January 1)
    b. Drive Sober or Get Pulled Over (August 17 – September 5)
3. SUB-RECIPIENT will focus enforcement efforts on driving behaviors that are commonly exhibited by drivers operating a motor vehicle under the influence of alcohol/drugs or a combination. Stopping vehicles for "high discretionary" style stops should not be the priority.
4. SUB-RECIPIENT ensures all officers participating in these patrols has received the Advanced Roadside Impaired Driving Enforcement (ARIDE) training.
5. SUB-RECIPIENT should not supplant regular patrol officer activity during HVE events.

Scope of Work - Impaired Driving HVE Patrols

Contacts

Project Director
Title & Name: Jennifer Dorsett (TZM)
City, State, Zip: Pasco, WA 99301
Phone: 509-851-1348
Email: jdorsett@wtscwa.com

Project Manager
Title & Name: Sgt. Mathew Newton (LEL)
Agency: Kennewick PD/Contact
Address: 211 W. 6th Avenue
City, State, Zip: Kennewick WA 99336
Phone: 509-628-0333
Email: matthew.newton@ci.kennewick.wa.us

Media Manager / PIO
Title & Name: Chris Thorson, WSP (Kennewick)
Address: 143302 E Law Ln
City, State, Zip: Kennewick, WA 99337
Phone: 509-731-8964
Email: Christopher.thorson@wsp.wa.gov

Additional Contacts
Contact Information: Officer Doug Doss
Agency Name: Richland PD
Address: 871 George WA Way
City, State, Zip: Richland, WA 99352
Phone: 509-942-7360
Email: ddoss@ci.richland.wa.us

Contact Information: Mathew Clarke
Agency Name: Benton County Sheriff Dept
Address: 7122 W. Okanogan Place #B
City, State, Zip: Kennewick, WA 99336
Phone: 509-735-6555
Email: Mathew.clarke@co.benton.wa.us

Contact Information: Lt. Thomas Grego
Agency Name: West Richland PD
Address: 3805 W. Van Giesen Street
City, State, Zip: W. Richland, WA 99353
Phone: 509-967-3425
Email: thomas@westrichland.org

Contact Information: Sgt. Bradly Gregor
Agency Name: Pasco PD
Address: 215 W. Sylvester Street
City, State, Zip: Pasco, WA 99301
Phone: 509-545-3421
Email: gregoryb@pasco-wa.gov

Contact Information: Cdr. Rick Rochleau
Agency Name: Franklin County Sheriff Dept
Address: 1016 N. 4th Avenue
City, State, Zip: Pasco, WA 99301
Phone: 509-545-3501
Email: rrochleau@co.franklin.wa.us

Operations

Each agency will participate in outreach and HVE quarterly, and several will team uo up to deliver the education component to youth in the community during quarter one and three, as well as provide/host regional training, as needed.

Each agency will provide officers/deputies that meet the qualifications to assist with the HVE enforcement. Those officers/deputies will commit to 5 OT DUI patrols listed in the HVE PLAN 2021-2022. Each agency agrees that if HVE is not possible due to staffing or unforeseen circumstances, an officer that is assigned on straight time, that meets qualifications, would then be dedicated to HVE efforts for the assigned date and time lacking in coverage. The team will partner closely with the local WSP office in Kennewick and together execute HVE throughout the year.

As an added education component, Region 14 will provide the indicators list provided by the DUI application and SFST cards to all officers on the roadways, in order to assist in increasing their competency in intervening/assessing DUI offenders. We will send reminders to agency officers/deputies prior to high use times (holidays, weekends and identified priority times) to assist with increasing the enforcement efforts, awareness and increasing our local sustainability.

HVE PLAN 2021-2022 Fiscal Year

Patrols to take place within Benton and Franklin Counties (Kennewick, Richland, Pasco). Locations will be chosen based on events, data and HVE staffing. Shift lengths will be no longer than 6 hours, unless DUI

processing is in progress when shift has concluded. Due to COVID adaptations to briefings may occur (email, virtual, phone). Debriefing will also occur after event by Benton-Franklin Task Force.

1st Quarter (October 2021 – December 31, 2021)

1st Choice	Alternate Choice
• Friday 6pm, October 29 (Halloween weekend)	Saturday 6pm, October 30th
• Friday 6pm, November 26 (Day after Thanksgiving)	Saturday 6pm, November 27th
• Friday 6pm, December 31 (New Year's Eve)	Saturday 6pm, January 1st

2nd Quarter (January 1, 2022 – March 31, 2022)

- Thursday 6pm, March 17th (St. Patrick's Day)

3rd Quarter (April 1, 2022 – June 30, 2022)

- Friday 2pm and Saturday 2pm in April (Spring Barrell Weekend)
- Wednesday 12pm, April 20th (420)
- Thursday 6pm, May 5th (Cinco de Mayo)

4th Quarter (July 1, 2022 – September 30, 2022)

• Friday 2pm, July 22nd (Boat Race Weekend) (possible MIDU)	Saturday 2pm, July 23rd
• Friday 6pm, August 12th (Sammy Semmern Dedication Patrol)	
• Friday 6pm, August 26th (Benton County Fair)	Saturday 6pm, August 27th
• Saturday 6pm, September 3rd (Labor Day Weekend)	Sunday 2pm, September 4th
• Thursday 5pm, September 30th (Hogs and Dogs)	

Measures

High Visibility Enforcement

- Number of LE agencies participating
- Number of officers participating
- Number of events
- Number of DUI arrest/Contacts in priority areas
- Number of visible prompts within the region

Publicity/Earned Media Efforts

Media will be provided to agencies/Task Force (via TZM/State) and created by Task Force members to share out to the community. Talking points will be provided to PIO's during our identified HVE times. In addition to HVE times, media outreach for DUI will be conducted a minimum of one time per month whether that is by social media, media release, radio or TV and provided in English and Spanish.

- **Social Media:** Each agency has a Face Book; some have twitter and Instagram. The 3 largest agencies will do most of the media and the other agencies will share their posts in order to get the word out. Outreach on social media will include tag lines like Traffic Tuesday, Fact Friday or hashtags #drivesobergetpulledover; #planahead. Local agencies in the Tri-Cities area have a HUGE following

on their social media platforms. Partner social media efforts include sharing posts, giving discounts, ride share info and highlighting their partnership with our task force.

- **HVE Media:** Media releases will be sent to media distribution list prior to HVE activity dates. We have strong contacts within media locally through WSP and KPD and often those agencies assist with TV and radio interviews. Media releases will be delivered in English and Spanish, as we have a strong Hispanic/Migrant population in Benton and Franklin Counties. These will be provided by TZM or designated Task Force Representative.

- **General Media Outreach:** On a weekly basis the Task Force will work with El Protector to get information out about safe driving, that includes driving sober, on Spanish TV and Radio as well as social media.

- **Videos:** Create a youth media message for the Teen Target Zero program for the Teen Target Zero program. Finalize videos around traffic safety policy and share videos for safety outreach at different city, county, and other partner buildings. Videos will be available in Spanish and El Protector will be share with farming partners.

Visibility Efforts

Utilize signs as much as possible to increase awareness around road safety and patrol reminders. Continue and expand work with local bars to use signage to remind patrons to drive sober and plan ahead. Supply coasters, ride share info and partnered to deliver ride share coupons at their locations to increase awareness throughout the year.

Measures

Publicity during HVE patrols

- Number of media releases
- Number of media interviews (TV, Radio, more)
- Number of community members "reached" by social media

DUI outreach during community events (4 min, 1 per quarter)

- Number of people attending events
- Number of events

Educate individuals interacting with LE/Community partners

- Number of community partners participating per month
- Number of partner/community presentations

Implement Teen Target Zero program

- Number of schools participating in Teen Target Zero Program
- Number of students reached
- Number of agencies/officers participating

Implement Teen in the Driver's Seat peer to peer program

- Number of schools participating
- Number of peer-to-peer activities for (drug use/DUI)

LE Training (as needed and available)

- Number of trainings
- Number of LE attending
- Number of new LE eligible to conduct DUI HVE

Budget and Budget Narrative

Estimated budget to reflect patrols occurring during each quarter. Option to adjust if developments or DUI trends occur throughout the year. Allows for "alternative dates" provided in work plan. All will be discussed prior to moving dollars and approved by Task Force, TZM and reported to WTSC.

1st Quarter - October 2021 through December 31, 2021
HVE: 6 patrols, 6 hours per patrol, min 3 officers $7,560

2nd Quarter – January 1 to March 31, 2022
HVE: 1 patrol, 6-hour patrol, min 3 officers $1,260

3rd Quarter – April 1 to June 30, 2022
HVE: 4 patrols, 6-hour patrols, min 5 officers $8,400

4th Quarter – July 1 to September 30, 2022
HVE: 7 patrols, 6-hour patrols, min 5 officers $14,700

HVE TOTAL: $31,920

3.1. MILESTONES AND DELIVERABLES

Mobilization	**Dates**
Holiday DUI	December 15, 2021 – January 1, 2022
U Drive. U Text. U Pay.	April 4 – 11, 2022
Click It or Ticket	May 16 – June 5, 2022
DUI Drive Sober or Get Pulled Over	August 17 – September 5, 2022

3.2. COMPENSATION

3.2.1. Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed dollar total from amounts listed below. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the WTSC and SUB-RECIPIENT mutually agree to a higher amount in a written Amendment to this Agreement executed by both the WTSC and SUB-RECIPIENT. Comp-time is

not considered overtime and will not be approved for payment. All law enforcement agencies who are active members of the Region 14 traffic safety task force with a fully executed grant agreement are eligible to participate in this grant.

3.2.2. WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, portable breath testers, etc.) to participate in the emphasis patrols.

3.2.3. Funding alterations are permitted as follows: Upon agreement by the regional TZM and all other parties impacted by a proposed budget alteration, the allocation amounts may be increased or decreased without amending this agreement. HVE grant funds should be managed collaboratively by the SUB-RECIPIENT and the TZM.

These alterations must be requested through email communication among all involved parties, including the TZM, and the WTSC Fiscal Analyst. This communication shall include an HVE Allocation Adjustment form, which details the funding alterations.

Funds within the same HVE campaign budget category only, can be increased and decreased across parties, so long as the modified total does not exceed the regional total allocation per funding category.

3.2.4. These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

3.2.5. Dispatch: WTSC will reimburse communications officers/dispatch personnel for work on this project providing SUB-RECIPIENT has received prior approval from their region's TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.6. Transport Officers: WTSC will reimburse transport officers for their work on this project providing SUB-RECIPIENT has received approval from their regions TZM. The TZM will work with the regional LEL to determine if need is warranted for the type of HVE activity. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

3.2.7. The law enforcement agency involved will not schedule individual officer overtime shifts for longer than eight hours. WTSC understands there may be instances when more than eight hours are billed due to DUI processing or other reasons and an explanation should be provided on the WEMS Officer Activity Log.

3.2.8. The law enforcement agency involved will ensure that any reserve officer for whom reimbursement is claimed has exceeded his/her normal weekly working hours when participating in an emphasis patrol and is authorized to be paid at the amount requested. Reserve officers may only be paid at the normal hourly rate and not at the 150 percent overtime rate.

3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded **$50,420.00** to the **Region 14 Traffic Safety Task Force** for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for **Region 14** is as follows:

EMPHASIS PATROL

Impaired Driving Patrols (Section 402, CFDA 20.600)	$31,920.00
Distracted Driving Patrols (Section 402, CFDA 20.600)	$12,500.00
Click It or Ticket (Section 405b, CFDA 20.616)	$6,000.00
TOTAL	$50,420.00

3.3.1. The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit a WEMS Officer Activity Log within 24 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required. Supervisor review and accuracy certification will also be done in WEMS.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

All invoices for reimbursement of HVE activities will be done using the WTSC's grant management system, WEMS. WEMS Officer Activity logs will be attached to invoices, directly linking the cost of the activity to the invoice. Because the activity, approval, and invoicing are all done within WEMS, no back up documentation is required in most cases.

Once submitted by the SUB-RECIPIENT, invoices are routed to the regional TZM for review and approval. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2021, **must be received by WTSC no later than August 10, 2022.** All invoices for goods received or services performed between July 1, 2022 and September 30, 2022, **must be received by WTSC no later than November 15, 2022.**

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules
15.2.2. Terms and Conditions of this Agreement
15.2.3. Any Amendment executed under this Agreement
15.2.4. Any SOW executed under this Agreement
15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect

costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed

under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT

under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

33.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

33.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

33.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may

disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

33.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

34.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

34.1.4. Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total

compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received $25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

37. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	**The Target Zero Manager for Region 14 is:**	**The Contact for WTSC is:**
Katie Gillies, CFO 7122 W Okanogan Pl. Bldg. A Kennewick, WA 99336 Katie.gillies@co.benton.wa.us	Jennifer Dorsett Region 14 Target Zero Manager jdorsett@wtscwa.com 509-851-1348	Hilary Torres WTSC Program Manager htorres@wtsc.wa.gov 360-725-9888

42. AUTHORITY TO SIGN

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
_____ Signature	_____ Signature
Tom Croskrey _____ Printed Name	_____ Printed Name
Sheriff _____ Title	_____ Title
_____ Date	_____ Date

Approved as to Form:

Ryan Lukson
_____
Ryan J Lukson, Civil DPA

Grant Requirements Acknowledgement Form for High Visibility Enforcement (HVE) Mobilizations

WEMS ID: 2022-HVE-4455-Region 14 Target Zero Task Force

Before beginning work on this grant project, the grantee Project Manager should thoroughly read and understand the terms of the Interagency Agreement (IAA). This Grant Requirements Acknowledgement Form provides an explanation of some key terms and highlights but is not comprehensive. If the Project Manager has questions after reviewing this document, please refer to the WTSC Grants Management Manual, or contact the WTSC Program Manager assigned to this grant.

When you, the grant Project Manager, agree to this document, you certify that you understand the grant requirements and agree to fully comply with the terms and conditions set forth in the Agreement/Contract, as well as additional federal requirements outlined in the Code of Federal Regulations for Federal Grants and Agreements, as referenced below.

If anything in this document conflicts with the Agreement/Contract, the Agreement/Contract takes precedence.

Before you begin work, you must have:

- A fully executed IAA or contract signed by both parties.
- Attested to the Grant Requirements Acknowledgment Form (this document).

Work cannot begin before the start date on the IAA, or before the IAA is signed by all parties. **WTSC will only reimburse expenses incurred after the IAA is fully executed.**

Select Contract Provisions:

- **Statement of Work:** This summarizes the work to be done for this grant. If this changes significantly, the grantee will need to request a change in WEMS, and an IAA amendment may be required.
- **High Visibility Enforcement (HVE) Operational Requirements:** The specific HVE requirements listed in the Scope of Work are extremely important to the success of the high visibility enforcement strategy. ALL of these requirements must be followed.
- **WEMS Digital Activity Log:** WTSC requires all agencies participating in high visibility enforcement to use the WEMS system to document the activity of all participating officers. An officer cannot participate if they do not have a WEMS account and do not input their activities into the WEMS digital activity log.
- **Officer Training Requirements:** Any officer participating officer must document in WEMS that they have current qualifications for BAC and SFST.
- **Period of Performance:** All work must be completed, and goods and services must be received, during the period of performance on the IAA.

- **Compensation:**
  - Comp time is not an allowable expense for reimbursement on a high visibility enforcement (HVE) campaign contract or other OT (Overtime) patrol projects. The funding for these types of projects are for the actual activity of patrolling and comp time or any other type of leave will not be reimbursed.
  - All expenses must be incurred during the period of performance on the IAA.
  - Expenses cannot exceed the total amount of the agreement and must fall within the amounts of each budget category as listed in the IAA.
  - Funds may be moved, with prior approval and within certain limits, between planned budget categories. A formal request must be submitted to the Target Zero Manager.
- **Advance Payments Prohibited:** WTSC cannot pay for any costs prior to the work being completed or the goods being delivered.
- **Agreement Alterations and Amendments:** If your agency wants to seek an exception to any of the HVE operational requirements, you must submit an exception request to the WTSC's primary contact listed in the in Interagency Agreement.
- **Billing Procedure:** Your agency is required to utilize the Digital Activity Log in the WEMS system, supplied by the WTSC for all of your invoices. Your local TZM can give you training and support if you need assistance using this system.
- **Buy America Act:** For any manufactured goods over $5,000, the grantee must provide written certification that the goods, including IT software and hardware, were produced in the USA**.**
- **Cost Principles:** Grantee cannot use grant funds to replace routine and/or existing staff or expenditures. Must comply with 2 CFR Part 200 Subpart E.
- **Income:** Any income generated with this grant must be accounted for and applied to project purposes or used to reduce project costs.
- **Lobbying/Political Activity:** Because this grant uses federal funds, no work being funded by this grant can be used to lobby or otherwise influence state or federal officials, or support or oppose legislation; there is an allowance for "customary state practice."
- **Records Maintenance:** Maintain records pertaining to this agreement for 6 years after expiration

Other Requirements:

- **Promotional Item Purchase Restrictions:** No promotional items can be purchased with these grant funds.
- **Single Audit Requirements:** Required of an entity that expends $750,000 or more annually of federal funds, federal grants, or federal awards; usually performed annually.

By checking this box and typing your name below, you certify that you agree to fully comply with the terms and conditions set forth in the Agreement, as well as the requirements listed in this document. Typing your name below constitutes your electronic signature on this document.

☐ I Agree

(Name, Agency, Title) (Date)

2021-2022 Mobilization Calendar

TARGET ZERO

OCTOBER 2021

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

16th Slow Down Move Over
Pedestrian Safety Month (Walk/School 6th)
Teen Driver Safety Week 17th-23rd
National Substance Abuse Prevention Month

NOVEMBER 2021

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Thanksgiving Holiday (Plan Ahead/alternative activities)

DECEMBER 2021

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Holiday DUI December 15 – January 1
National Impaired Driving Month
Older Driving Safety Awareness Week
December 6-10th

JANUARY 2022

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Holiday DUI Cont. Dec 15 – Jan 1

FEBRUARY 2022

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Marijuana Awareness Month

MARCH 2022

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

National Drug Fact Week 21st-27th
March 17th St. Patty's Day

APRIL 2022

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

U Drive. U Text. U Pay. April 4 –11th
National Distracted Driving Awareness Month
National Alcohol Awareness Month
Drug Impaired Driving Campaign 420

MAY 2022

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Click It or Ticket May 16 – June 5
Brain Injury Awareness Week 11-17th
National Bike Month
National Heatstroke Prev Day May 1

JUNE 2022

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

National Safety Month
National Ride to Work Day June 20

JULY 2022

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

It's A Fine Line Motorcycle HVE July 8-24
Vehicle Theft Prevention Month
Drug Impaired Driving Campaign 710

AUGUST 2022

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

DUI Drive Sober or Get Pulled Over
August 17 – September 5
National Traffic Awareness Month

SEPTEMBER 2022

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Passenger Safety Week Sept 18-24
National Seat Check Saturday 24th

Finance Presentation

January 1, 2021 – October 30, 2021
Current Expense

Finance Presentation

January 1, 2021 – October 30, 2021

Public Safety Tax